

WORK SESSION: A work session will be held at 6:00 p.m. in Conference Room #3, Second Floor, of the Farmington City Hall, 160 South Main Street. The work session will be to answer questions the City Council may have on agenda items. The public is welcome to attend.

FARMINGTON CITY COUNCIL MEETING NOTICE AND AGENDA

Notice is hereby given that the City Council of **Farmington City** will hold a regular City Council meeting on **Tuesday, July 17, 2012, at 7:00 p.m.** The meeting will be held at the Farmington City Hall, 160 South Main Street, Farmington, Utah.

Meetings of the City Council of Farmington City may be conducted via electronic means pursuant to Utah Code Ann. § 52-4-207, as amended. In such circumstances, contact will be established and maintained via electronic means and the meeting will be conducted pursuant to the Electronic Meetings Policy established by the City Council for electronic meetings.

The agenda for the meeting shall be as follows:

CALL TO ORDER:

7:00 Roll Call (Opening Comments/Invocation) Pledge of Allegiance

REPORTS OF COMMITTEES/MUNICIPAL OFFICERS

7:05 Executive Summaries for Planning Commission held June 14, 2012 & June 28, 2012

7:10 Presentation by Emma Dugal regarding Summer Fest

PRESENTATION OF PETITIONS AND REQUESTS:

7:20 Clark Lane Pedestrian Crossings

7:35 Amendment to the Planning Commission Policies & Procedures & Rules of Order

7:45 Recommendation for Award for the Community Center Well House

SUMMARY ACTION:

7:55 Minute Motion Approving Summary Action List

1. Approval of Minutes from June 19, 2012
2. Construction Trailer Exception- CenterCal
3. Station Park Lot Line Adjustment
4. Lease with US Government (FAA) For Parking of Road Grader to Service Radar Station

5. Verizon Cell Tower – First Amendment to Lease Agreement Dated October 7, 2011
6. Temporary Zoning Regulation Termination
7. Amendment to the Motion Made on June 19, 2012 Regarding Schematic Plan Approval of the Farmington Creek Phase 4 PUD Subdivision
8. VanZweden Subdivision Improvements Agreement

NOTICES OF COMMUNICATION

8:00 Notice of Dissolution of Davis County Justice Court

GOVERNING BODY REPORTS:

8:15 City Manager Report

1. Upcoming Agenda Items
2. Public Works Facility Security Issues
3. To Do List

8:25 Mayor Harbertson & City Council Reports

ADJOURN

CLOSED SESSION

Minute motion adjourning to closed session, if necessary, for reasons permitted by law.

DATED this 12th day of July, 2012.

FARMINGTON CITY CORPORATION

By: _____
Holly Gadd, City Recorder

***PLEASE NOTE:** Times listed for each agenda item are estimates only and should not be construed to be binding on the City Council.

In compliance with the Americans with Disabilities Act, individuals needing special accommodations (including auxiliary communicative aids and services) during this meeting, should notify Holly Gadd, City Recorder, 451-2383 x 205, at least 24 hours prior to the meeting.

CITY COUNCIL AGENDA

For Council Meeting:
July 17, 2012

S U B J E C T: Roll Call (Opening Comments/Invocation) Pledge of Allegiance

It is requested that Council Member Cory Ritz give the invocation/opening comments to the meeting and it is requested that Council Member John Bilton lead the audience in the Pledge of Allegiance.

NOTE: Appointments must be scheduled 14 days prior to Council Meetings; discussion items should be submitted 7 days prior to Council meeting.

CITY COUNCIL AGENDA

For Council Meeting:
July 17, 2012

**S U B J E C T: Executive Summaries for Planning Commission held June 14, 2012 &
June 28, 2012**

ACTION TO BE CONSIDERED:

None

GENERAL INFORMATION:

See enclosed staff reports prepared by Christy Alexander.

NOTE: Appointments must be scheduled 14 days prior to Council Meetings; discussion items should be submitted 7 days prior to Council meeting.



FARMINGTON CITY

SCOTT C. HARBERTSON
MAYOR

JOHN BILTON
NELSEN MICHAELSON
CORY R. RITZ
JIM TALBOT
JAMES YOUNG
CITY COUNCIL

DAVE MILLHEIM
CITY MANAGER

City Council Staff Report

To: Honorable Mayor and City Council

From: Christy Alexander, Associate City Planner

Date: July 10, 2012

SUBJECT: EXECUTIVE SUMMARY FOR PLANNING COMMISSION ON JUNE 14, 2012

RECOMMENDATION

No action required.

BACKGROUND

The following is a summary of Planning Commission review and action on June 14, 2012 [note: eight commissioners attended the meeting—Chair Michael Nilson, Kris Kaufman, Brett Anderson, Michael Wagstaff, Brigham Mellor and Alternates Mack McDonald and Brad Dutson]:

1. Evanland Farms, LLC – Applicant is requesting a recommendation for Final Plat approval for the Van Zweden subdivision encompassing 3.17 acres and consisting of 3 lots located at approximately 150 South and 1525 West in an AE zone. (S-9-11)
Voted to recommend approval, Vote: 7 – 0
2. Shepard Ridge Enterprises L.C. – (Public Hearing) – Applicant is requesting a recommendation for Schematic Plan approval for the Oakwood Estates conservation subdivision encompassing 10.1 acres and consisting of 17 lots located at approximately North Compton Road and Oakwood Place in an LR-F zone. (S-7-12)
Voted to recommend approval, Vote: 7 – 0
3. John Cahoon – (Public Hearing) – Applicant is requesting a recommendation for Schematic Plan approval for the Bray amended subdivision encompassing 3.16 acres and consisting of 4 lots located at approximately 1940 North and Oakwood Place in an LR-F zone. (S-9-12)
Voted to recommend approval, Vote: 7 – 0
4. Candland Olsen – (Public Hearing) – Applicant is requesting a recommendation for Schematic Plan approval for the Farmington Creek Estates Phase 4 PUD subdivision encompassing 3.65 acres and consisting of 7 lots located at approximately 1100 West Country Lane in an AE-PUD zone. (S-3-12)
Voted to recommend approval, Vote: 7 – 0

5. Northstar Homes & Development LLC – Applicant is requesting Preliminary Plat approval for the Meadow View conservation subdivision encompassing 11 acres and consisting of 19 lots located at approximately 1525 West and Spring Creek Drive in an AE zone. (S-10-11)
Voted to approve, Vote: 7 – 0
6. Symphony Homes LLC – Applicant is requesting Preliminary Plat approval for the Chestnut Farms Phase 2 PUD subdivision encompassing 10.5 acres and consisting of 16 lots located at approximately 300 South and 1350 West in an AE-PUD zone. (S-16-11)
Voted to approve, Vote: 7 – 0
7. Leisel Barber – (Public Hearing) – Applicant is requesting a conditional use permit for operation of a small wholesale nursery located at 272 South 1525 West in an A zone. (C-7-12)
Voted to approve, Vote: 7 – 0
8. Kirk Barker – (Public Hearing) – Applicant is requesting a conditional use permit for an accessory dwelling and a real estate home office located at 457 North 200 East in an OTR zone. (C-6-12)
Voted to approve, Vote: 6 – 0
9. Craig Holmes – (Public Hearing) – Applicant is requesting a recommendation of approval of an amendment to the Zoning Ordinance allowing small neighborhood U-haul dealerships as a conditional use in the BR zone. (ZT-4-12)
Voted to recommend approval, Vote: 5 – 2 (dissenting: Nilson & McDonald)

Chairman Nilson said the historic designation only occurred in the past year and changes may need to be made to the ordinance. He wanted the record to show that the City has not ignored this use, and the business could be located in other areas of the City. He reminded the Commission that their responsibility is to decide how they want the City to grow and to determine what the entire city would want.

Mack McDonald agreed and said the City needs standards for the historic district. This location will not make or break the U-haul company, and he does not think a rental business fits on Main Street. In Salt Lake City each business had to be compatible with the requirements of the historic district which are very specific. He also expressed concern about setting a precedent.

Staff would like to preserve the historic character of Main Street. This use is not currently permitted in the BR zone, but it is permitted in other zones. They are concerned about U-haul trucks being parked on Main Street and 100 North.

Alyssa Revel, Chair of the Historic Commission, stated that they are not in favor of allowing a U-Haul dealership in this location. She explained that the existing use of the building (windshield repair) was grandfathered in—it was a lesser use than the previous business. There are specific zones in the city which would allow a U-haul business as a permitted or conditional use. Farmington is unique because Main Street is mostly residential.

Michael Wagstaff referred to a section of the letter from Ms. Revell: "the purpose of the BR zone is to limit commercial uses," but there is a long list of possible uses which are far from complementing a historical district. Another purpose is "to encourage compatibility between new and existing development and to enhance the physical appearance of the district". He questioned whether a U-haul business does or does not do that. The letter also states: "where applicable, to reinforce the historic

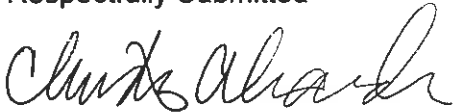
character and development pattern of the district." He asked if this would apply to any of the conditional uses listed in the ordinance—many of the listed uses would be worse than a U-haul business. The overlay of the conditional uses and historic district are conflicting, and he asked what time period would be as standards for the Historic District.

10. Farmington City – (Public Hearing) – Applicant is requesting a recommendation of approval of an amendment to the Zoning Ordinance regarding open storage in residential zones. (ZT-5-12)

Voted to table the item to allow further study and review by City staff,

Vote: 7 – 0

Respectfully Submitted



Christy J. Alexander
Associate City Planner

Review & Concur



Dave Millheim
City Manager



FARMINGTON CITY

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NELSEN MICHAELSON
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JAMES YOUNG
CITY COUNCIL

DAVE MILLHEIM
CITY MANAGER

City Council Staff Report

To: Honorable Mayor and City Council

From: Christy Alexander, Associate City Planner

Date: July 10, 2012

SUBJECT: EXECUTIVE SUMMARY FOR PLANNING COMMISSION ON JUNE 28, 2012

RECOMMENDATION

No action required.

BACKGROUND

The following is a summary of Planning Commission review and action on June 28, 2012 [note: seven commissioners attended the meeting—Kris Kaufman, Brett Anderson, Michael Wagstaff, Brigham Mellor, Rick Draper and Alternate Mack McDonald]:

1. Rice Farms Estates LLC – Applicant is requesting Preliminary Plat approval for the Rice Farms Estates PUD Phase 6 subdivision encompassing 6 acres and consisting of 17 lots located at approximately 750 South and 140 East in an LR (PUD) zone. (S-8-12)
Voted to approve, Vote: 7 – 0
2. Farmington City – (Public Hearing) – Applicant is requesting a recommendation to amend Chapter 41 of the Zoning Ordinance (Scenic Byway Overlay) regarding standards and regulations dealing with signs and electronic signs. (ZT-7-12)
Voted to table the item to allow further study and review by City staff, Vote: 7 – 0

Respectfully Submitted

Christy J. Alexander
Associate City Planner

Review & Concur

Dave Millheim
City Manager

CITY COUNCIL AGENDA

For Council Meeting:
July 17, 2012

S U B J E C T: Presentation by Emma Dugal regarding Summer Fest

NOTE: Appointments must be scheduled 14 days prior to Council Meetings; discussion items should be submitted 7 days prior to Council meeting.

CITY COUNCIL AGENDA

For Council Meeting:
July 17, 2012

**S U B J E C T: Park Lane / Station Park Pedestrian and Bicycle Crossing
Improvements.**

ACTION TO BE CONSIDERED:

See Staff Report

GENERAL INFORMATION:

See enclosed report prepared by Tim Taylor, Traffic Engineer.

NOTE: Appointments must be scheduled 14 days prior to Council Meetings; discussion items should be submitted 7 days prior to Council meeting.



FARMINGTON CITY

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CITY COUNCIL

DAVE MILLHEIM
CITY MANAGER

City Council Staff Report

To: Honorable Mayor and City Council

From: Tim Taylor, Traffic Engineer

Date: July 9, 2012

SUBJECT: CLARK LANE / STATION PARK PEDESTRIAN AND BICYCLE CROSSING IMPROVEMENTS

RECOMMENDATIONS

1. Hear verbal report on findings from Traffic Engineer per the attached report.
2. Work with the Station Park development to construct a temporary paved pathway on the north side of Clark Lane between 650 West and the easternmost entrance to Station Park per Figure 4. Costs will vary depending on the City versus developer contributions to this effort.
3. Implement marked crosswalk recommendations at the State Street / 650 West intersection per Figure 6 at a cost of approximately \$2,000. This should be the primary crossing point for all pedestrians and bicycles traveling to/from areas east of I-15 and those using the Farmington Creek Trail. Additional enhancements could include colored/textured concrete crossing treatments to match the existing crosswalk on the south leg of the intersection (\$15,000-\$30,000).
4. Implement signing and marking recommendations at the Clark Ln / Westernmost Station Park theater Access per Figure 7 at a cost of approximately \$4,000. Street lighting should also be provided at this location to accommodate night-time conditions (\$5,000).
5. Implement signing and marking recommendations on the State Street / I-15 overpass per Figure 8 at a cost of approximately \$2,000.
6. Monitor conditions following the installation of recommendations 1-4. If crossing opportunities continue to be constrained, consider the use of crossing flags at the marked crossing locations.
7. We do not recommend the installation of pedestrian hybrid beacon (see Figure 5) at this time due to the low volume (< 20/hr) of crossing pedestrians and bicycles and the potential for a traffic signal at 650 West. However, if the temporary paved pathway cannot be provided, it may be appropriate to consider a pedestrian hybrid beacon at the easternmost theater access location until the time that a permanent connection can be established on the north side of Clarke Lane / State Street west of 650 West. The cost of a pedestrian hybrid beacon with associated signing and marking is approximately \$75,000. A full

traffic signal at the intersection of 650 West will cost approximately \$150,000 and will likely meet required signal warrants within 5 years.

8. Add four 35 mph speed limit signs (2-eastbound, 2-westbound) along Clark Lane / State Street at the following locations (\$800):

Eastbound

- Immediately east of the westernmost Station Park theater access.
- Between the easternmost Davis County Court access and 650 West.

Westbound

- Between 650 West and the Legacy Highway overpass.
- Between the easternmost Station Park Access and the easternmost Station Park theater access.

BACKGROUND

Residents have expressed a need for improved crossings along State Street and Clark Lane in order to facilitate safe pedestrian and bicycle connections to the Station Park development. As a result, Staff asked the City's Traffic Engineer to take a broad look at options to improve pedestrian and bicycle circulation along Clark Lane and State Street, which he has done (see attached report). This requires City Council approval before becoming effective.

Respectfully Submitted



Tim Taylor
Traffic Engineer

Review and Concur



Dave Millheim
City Manager



9980 SOUTH 300 WEST STE. #200
SANDY, UT 84070
PHONE: 801-456-3847
FAX: 801-618-4157

TECHNICAL MEMORANDUM

DATE: 7/9/2012
TO: Dave Millheim – Farmington City Manager
FROM: Timothy Taylor, PE, PTOE
RE: **Clark Lane / Station Park Pedestrian and Bicycle Crossing Improvements**

In response to your request, we have assessed crossing improvements along Clark Lane / State Street in the vicinity of the Station Park development with the goal of improving accessibility for pedestrians and cyclists. This memorandum provides an outline of the steps taken during the review and provides our recommendations.

Background

Clark Lane / State Street between 1100 West/Park Lane and I-15 is a three-lane roadway with one lane in each direction and a center two-way left-turn lane. The posted speed limit is 35 mph.

As a result of the Station Park development, both vehicle and pedestrian volumes along Clarke Lane / State Street have increased. In addition, this section of roadway continues to serve as a popular route for bicyclists.

Recent requests by residents prompted the City to look more closely at specific crossing improvement recommendations.

Existing Pedestrian & Bicycle Facilities

Figure 1 depicts the primary trail and sidewalk locations within the area south of the Station Park development. Continuous sidewalk currently only exists along the south side of Clark Lane / State Street between 1100 West/Park Lane and the area east of I-15. Figure 2 depicts a ½ mile radius from the village center area of Station Park which represents those areas that are serviced within an approximate 11 minute walking radius.

Current Crossing Points

Current crossings are all occurring at un-marked crossing locations. Figure 3 shows the six most utilized crossing locations based on current access points, primary destinations, and trail and sidewalk locations.

- 1) State Street/650 West – Upgraded as a part of the Legacy Highway project, this intersection has a direct connection to the Farmington Creek Trail, the Legacy Trail and the continuous sidewalk on the south side of Clark Lane/State Street between 1100 West/Park Lane and areas east of I-15. This intersection is a likely candidate for a traffic signal in the future and serves as a natural crossing except that there is no sidewalk connection on the north side of Park Lane between 650 West and the Station Park development.
- 2) Clark Lane/Easternmost Station Park Access – Given that this intersection is on a curve, it is not a recommended location for a marked crossing. However, it's the first opportunity to access to the Station Park development and pedestrians may be more inclined to cross here rather than continue west.
- 3) Clark Lane/Easternmost Theater Access – This location is well suited for a marked crossing. ADA accessible ramps would be needed to accommodate the crossing.
- 4) Clark Lane/Westernmost Theater Access – This is likely the point where pedestrians accessing the development from areas to the west would cross. This location is also well suited for a marked crossing. ADA accessible ramps would be needed to accommodate the crossing.
- 5) Park Lane/1100 West/Clark Lane – Currently the only sidewalk at this intersection is located to the east of Park Lane/1100 West on the South side of Clark Lane. In the future, this intersection will be converted to a round-a-bout with pedestrian access being provided on all four approach legs.

Temporary Pathway

Figure 4 depicts an option of providing a temporary pathway on the north side of Clark Lane between 650 West and the easternmost access to the Station Park development. This connection would make possible the ability for pedestrians to cross State Street at 650 West and continue west into the Station Park development, minimizing the need to cross Clarke Lane further to the west.

Crossing Options

There are three primary options available to accommodate the crossing of pedestrians and bicycles:

- A) Un-marked crosswalks. In Utah, a crosswalk is defined as the part of a roadway at an intersection included within the connections of the lateral lines of the sidewalks on opposite sides of the highway measured from the curbs or the edges of the traversable roadway. In the absence of a sidewalk on one side of the roadway, it is that part of a roadway included within the extension of the lateral lines of the existing sidewalk at right angles to the centerline. Unmarked crosswalks are legal crosswalks.

- B) Marked crosswalks with advanced warning signs (also can include colored or textured crossing areas and the use of crossing flags in addition to painted lines). Marked crosswalks provide guidance for pedestrians who are crossing roadways by defining the paths on approaches to and within intersections, and on approaches to other intersections where traffic stops.
- C) Pedestrian Hybrid Beacon – Figure 5 depicts an example of a pedestrian hybrid beacon. A pedestrian hybrid beacon is a special type of signal used to warn and control traffic at an unsignalized location to assist pedestrians in crossing a street or highway at a marked crosswalk. Federal guidelines related to the installation of pedestrian hybrid beacons require a minimum pedestrian and bicycle crossing volume of 20 per hour.

Bicycle Accommodations

State Street and Shepard Lane are the primary bicycle connections east and west of I-15. A substantial number of cyclists utilize the State Street / Clark Lane corridor for both regional and local cycling activities.

Clark Lane currently accommodates cyclists via wide shoulders between Park Lane and the I-15 overpass. Bicycle lanes are provided on Clark Lane west of Park Lane and on State Street east of I-15.

The narrow I-15 overpass cross-section is the only location where bicycle accommodations are constrained along Clark Lane / State Street. With minimal improvements at this location, the continuity of bicycle facilities along Clark Lane / State Street can be maintained.

Findings and Recommendations

Based on our review of current and future pedestrian and bicycle crossing conditions we recommend the following:

- 1) Work with the Station Park development to construct a temporary paved pathway on the north side of Clark Lane between 650 West and the easternmost entrance to Station Park per Figure 4. Costs will vary depending on the City versus developer contributions to this effort.
- 2) Implement marked crosswalk recommendations at the State Street / 650 West intersection per Figure 6 at a cost of approximately \$2,000. This should be the primary crossing point for all pedestrians and bicycles traveling to/from areas east of I-15 and those using the Farmington Creek Trail. Additional enhancements could include colored/textured concrete crossing treatments to match the existing crosswalk on the south leg of the intersection (\$15,000-\$30,000).
- 3) Implement signing and marking recommendations at the Clark Ln / Westernmost Station Park theater Access per Figure 7 at a cost of approximately \$4,000.

Street lighting should also be provided at this location to accommodate night-time conditions (\$5,000).

- 4) Implement signing and marking recommendations on the State Street / I-15 overpass per Figure 8 at a cost of approximately \$2,000.
- 5) Monitor conditions following the installation of recommendations 1-4. If crossing opportunities continue to be constrained, consider the use of crossing flags at the marked crossing locations.
- 6) We do not recommend the installation of pedestrian hybrid beacon (see Figure 5) at this time due to the low volume (< 20/hr) of crossing pedestrians and bicycles and the potential for a traffic signal at 650 West. *However, if the temporary paved pathway cannot be provided, it may be appropriate to consider a pedestrian hybrid beacon at the easternmost theater access location until the time that a permanent connection can be established on the north side of Clarke Lane / State Street west of 650 West.* The cost of a pedestrian hybrid beacon with associated signing and marking is approximately \$75,000. A full traffic signal at the intersection of 650 West will cost approximately \$150,000 and will likely meet required signal warrants within 5 years.
- 7) Add four 35 mph speed limit signs (2-eastbound, 2-westbound) along Clark Lane / State Street at the following locations (\$800):

Eastbound

- Immediately east of the westernmost Station Park theater access.
- Between the easternmost Davis County Court access and 650 West.

Westbound

- Between 650 West and the Legacy Highway overpass.
- Between the easternmost Station Park Access and the easternmost Station Park theater access.

Zimbra

dmillheim@farmington.utah.gov

FW: Crosswalk

From : SCOTT C HARBERTSON <scottharbo@msn.com> Tue, Jun 12, 2012 02:09 PM
Subject : FW: Crosswalk
To : *Dave Millheim
<dmillheim@farmington.utah.gov>

Dave,

Just following up on this email. Is there any word on what is being done to put a crossing on Clark Lane to the Station Park Aarea?

Scott

Scott C. Harbertson
28 East 930 North
Farmington, Ut. 84025
(801) 451-2744 (Home)
(801) 540-1960 (Cell)

Date: Thu, 7 Jun 2012 17:10:39 -0400
From: jwiser@q.com
To: scottharbo@msn.com
CC: wiserpack@gmail.com
Subject: Crosswalk

Hello Mr. Mayor,

My family and I are very fond of the new shopping center Farmington Station. We love to shop at Harmons and have lunch at Panda Express. It's close enough to our house that we can walk or ride our bikes to the shopping center. It's a great way to exercise as a family and we love riding through the old Farmington neighborhoods to get there. My

concern is that once we cross the overpass to get to Harmons there isn't a way to safely cross the street. There is an increase in traffic due to all the new shopping and It would be such a benefit for bike riders and pedestrians to have have a crosswalk between the Justice Center and the entrance to the Farmington station parking lot. With cars coming out of both parking lots and on coming traffic there is no safe way for people to cross. Yesterday while trying to get to Harmons on our bikes we waited for quite awhile before we could cross the street and we had to hurry to miss the cars coming from the overpass that we couldn't see until they come over the hill of the overpass.

I serve as the Farmington Elementary PTA safety commissioner and one of my primary responsibilities is to provide the kids and families at our school with safe walking routes in our community. I tell the students that they must always use a crosswalk when crossing the street. As a driver I appreciate crosswalks because that means I can safely stop to allow for pedestrians.

I've been a resident of Farmington for 13 years. I love and support the growth of the city as long as it doesn't impede the safety of our residents. I would appreciate your support and consideration for a Farmington station crosswalk around 800 west and State St. between the shopping center and the Davis Justice court.

Thank You,
Jennifer Wiser
jwiser@q.com
801-447-3593
801-455-4669 (cell)



Figure 1: Primary Trail & Sidewalk Locations





Figure 2: 1/2 Mile Walking Radius

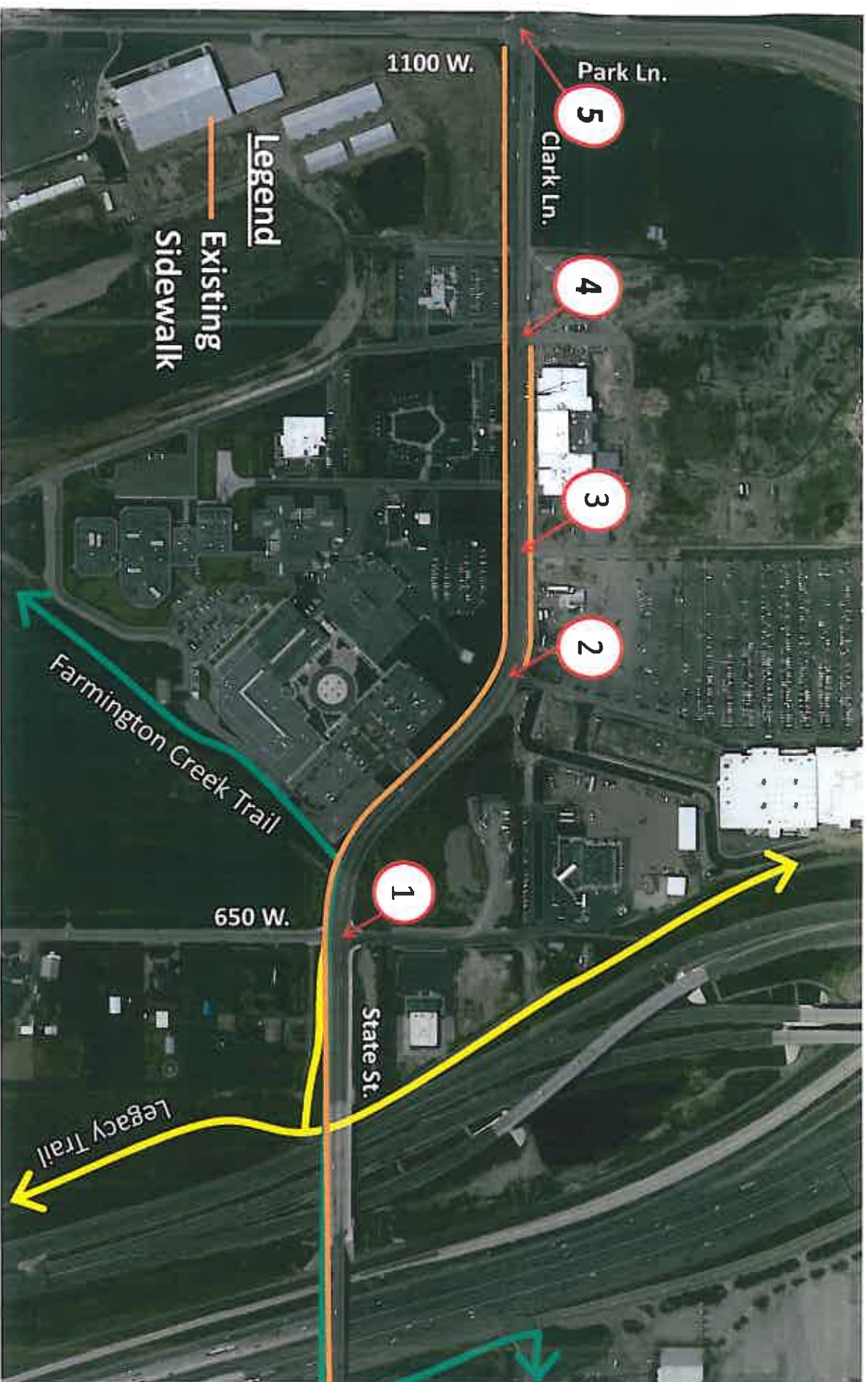


Figure 3: Primary Crossing Points

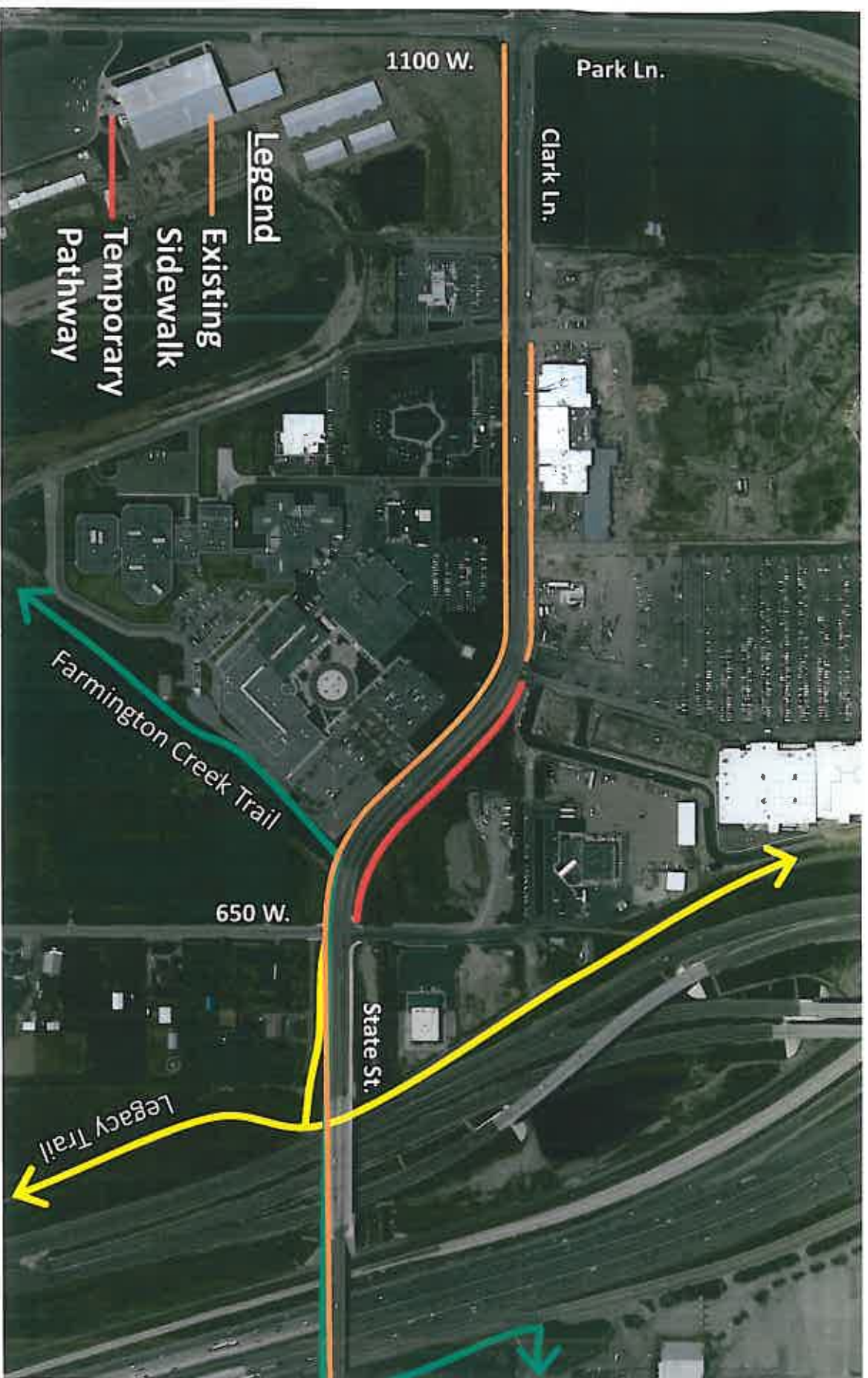


Figure 4: Temporary Pathway



Figure 5: Pedestrian Hybrid Beacon Example

● Install ADA Accessible Pedestrian Ramp

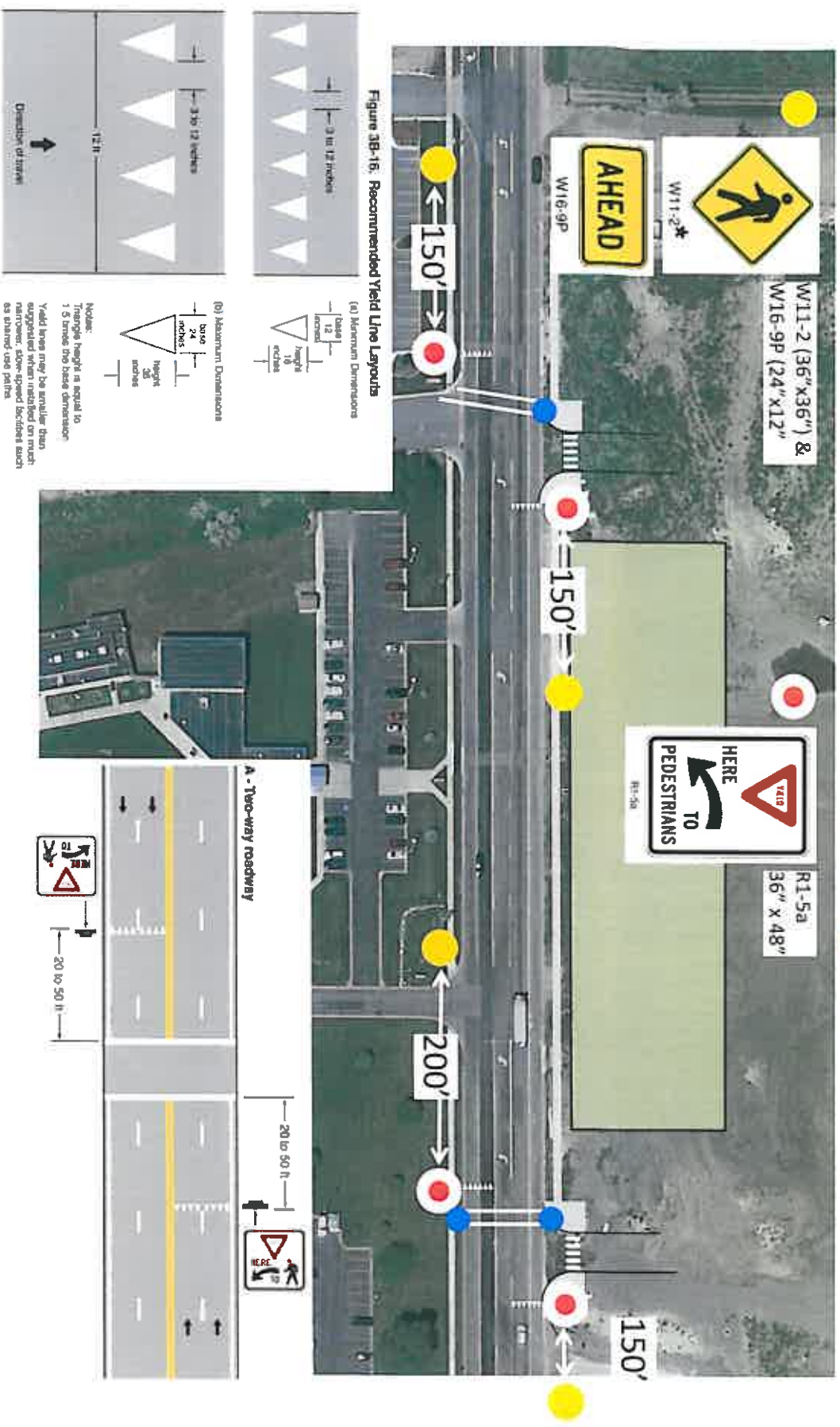


Figure 7: Clark Lane/East & West Theater Access Points
Marked Crosswalks



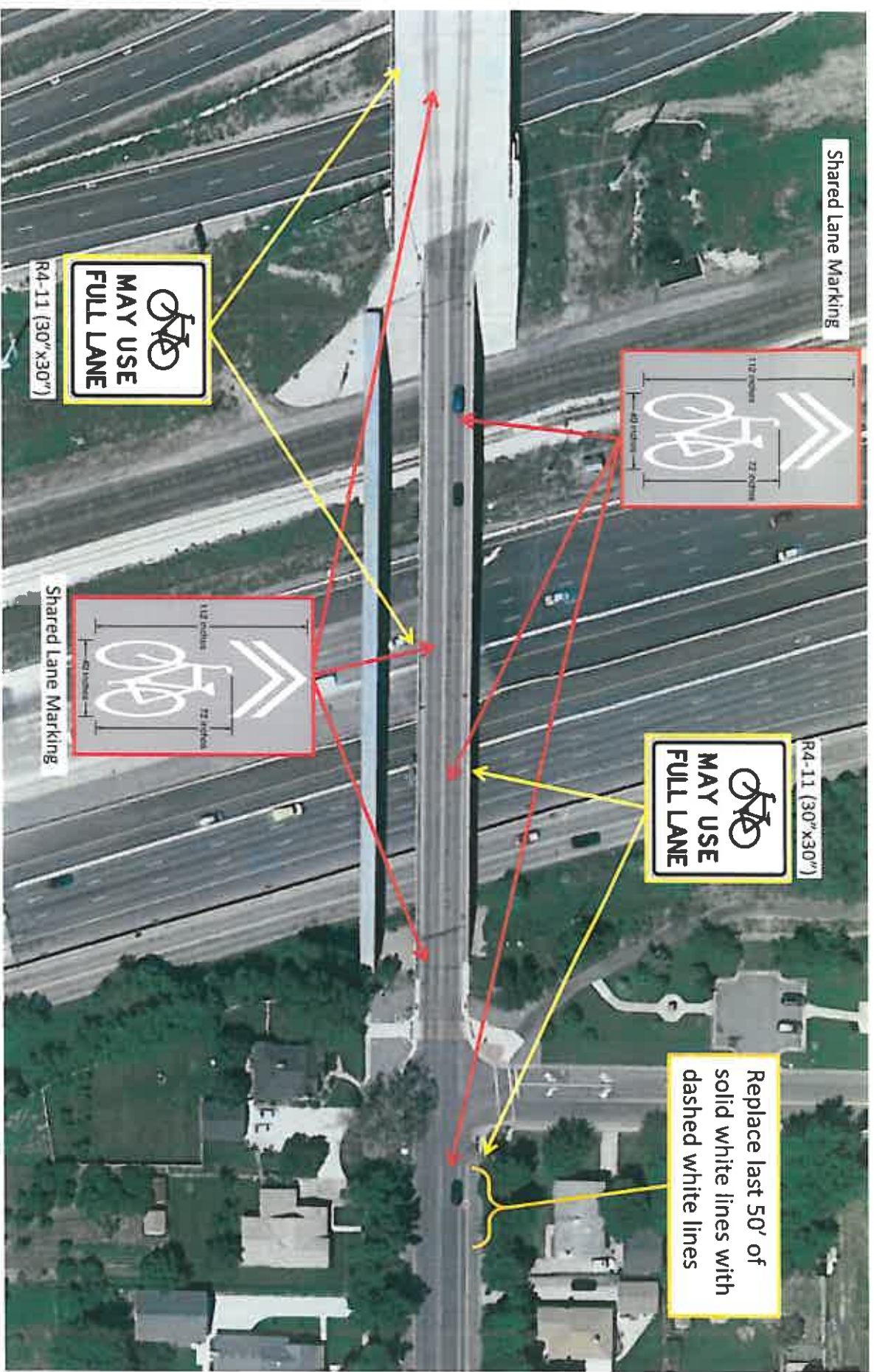


Figure 8: State Street I-15 Overpass Bicycle Improvements



CITY COUNCIL AGENDA

For Council Meeting:
July 17, 2012

S U B J E C T: Amendment to the Planning Commission Policies & Procedures & Rules of Order

ACTION TO BE CONSIDERED:

Approve the attached Resolution authorizing the amendment to the Planning Commission Policies and Procedures and Rules of Order.

GENERAL INFORMATION:

See enclosed staff report prepared by Christy Alexander.

NOTE: Appointments must be scheduled 14 days prior to Council Meetings; discussion items should be submitted 7 days prior to Council meeting.



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DAVE MILLHEIM
CITY MANAGER

City Council Staff Report

To: Honorable Mayor and City Council

From: Christy Alexander, Associate City Planner

Date: July 10, 2012

SUBJECT: APPROVAL OF AN AMENDMENT TO THE PLANNING COMMISSION
POLICIES & PROCEDURES & RULES OF ORDER

RECOMMENDATION

Approve the attached Resolution authorizing the amendment to the Planning Commission Policies and Procedures and Rules of Order.

BACKGROUND

The Planning Commission charged City staff to make appropriate changes and updates to the Planning Commission Policies and Procedures and Rules of Order. Changes were made and the Commission voted unanimously on January 26, 2012 to approve the changes. Counsel has reviewed the changes and found that in our code book, Section 11-3-030(b) it indicates that the City Council is to approve the PC's rules, and by extension, that includes any amendments to the PC's rules. Counsel suggests we follow the practice of having the Council adopt a Resolution approving the PC Rules, as that establishes a good, traceable record of approval. The PC approves the Rules with a motion, and then the Rules become effective with the Resolution of the Council.

Respectfully Submitted


Christy J. Alexander
Associate City Planner

Review & Concur


Dave Millheim
City Manager

FARMINGTON, UTAH

RESOLUTION NO. 2012-_____

**A RESOLUTION OF THE FARMINGTON CITY COUNCIL APPROVING
PROPOSED AMENDMENTS OF THE PLANNING COMMISSION TO
THE PLANNING COMMISSION POLICIES AND PROCEDURES AND
RULES OF ORDER.**

WHEREAS, the Farmington City Planning Commission has reviewed and approved, at a regular meeting of the Commission, amendments to the Planning Commission Policies and Procedures and Rules of Order; and

WHEREAS, the City Council has reviewed and desires to approve the amendments to the Planning Commission Policies and Procedures as approved by the Planning Commission in accordance with Farmington City Zoning Ordinance Section 11-3-030(b)..

NOW, THEREFORE, BE IT RESOLVED by the City Council of Farmington City, State of Utah, as follows:

Section 1. Approval and Amendment. That the entirety of the Planning Commission Policies and Procedures and Rules of Order are hereby approved and amended to read in their entirety as follows in the attached Exhibit A.

**PASSED AND ADOPTED BY THE CITY COUNCIL OF FARMINGTON CITY, STATE OF UTAH,
ON THIS 17TH DAY OF JULY, 2012.**

FARMINGTON CITY

Scott C. Harbertson
Mayor

ATTEST:

Holly Gadd
City Recorder

-EXHIBIT A-

FARMINGTON CITY PLANNING COMMISSION POLICIES AND PROCEDURES

I. PURPOSE

These policies and procedures are designed and adopted for the purpose of providing guidance and direction to the members of the Farmington Planning Commission in the performance of their duties. The Planning Commission shall be governed by the provisions of all applicable State Statutes, City Ordinances, and these policies. Nothing in these policies shall be interpreted to provide an independent basis for the invalidation or alteration of a final decision of the Commission unless otherwise provided by City Ordinance or State Law.

II. OFFICERS AND DUTIES

Election of Officers – The Planning Commission shall annually elect a Chair, Vice Chair, and representative to the Board of Adjustment at its last meeting of the calendar year. The officers and Board Member shall be elected from the duly appointed members of the Commission by a majority of the total membership and may be elected for subsequent terms. Terms of office shall be from January 1st to December 31st of the year following the election. The Chair shall preside over all meetings and hearings and shall execute all official documents and letters on behalf of the Commission. The Chair shall have the same rights, privileges, and duties as any other member, including the right to vote on any matter before the Commission. The term “Chair”, as used throughout this document, shall mean the Chair of the Planning Commission or in the absence or incapacity of the Chair, the Vice Chair unless otherwise designated.

III. NOTICE

In order to make residents of the City more aware of the various hearings conducted by the Planning Commission, and particularly those residents or businesses which may be affected by changes in land use, procedures are established below for notification of affected property owners. These notice provisions are provided as a courtesy to these property owners and are not intended to subject the City to a greater notice requirement than required by Federal or State Law. Failure of any person to receive notice shall not invalidate, or serve as basis for appeal, of any Planning Commission decision. In many cases these provisions may clarify or set additional procedures which go beyond what is required by state and local ordinances.

1. **Meetings** – The Planning Commission shall give public notice at least once each year of its schedule for all regular meetings scheduled for that year specifying the date, time, and place of such meetings. In addition to public notice of the Planning Commission’s annual meeting schedule, the Planning Commission shall give not less than 24 hours public notice of the agenda, date, time, and place of each of its public meetings. Public notice shall be provided by:
 - a. Posting written notice at the Farmington City Offices, 160 South Main Street, and
 - b. Posting notice on the Utah Public Notice Website, and

- c. Providing notice to at least one newspaper of general circulation within the City or to a local media correspondent. (Utah Code Ann. 52-4-202)

- a. **Emergency Meetings** – Emergency meetings may be scheduled on an irregular basis. However, all legal meeting notice requirements shall be followed.

No such emergency meeting of the Planning Commission shall be held unless an attempt has been made to notify all of Planning Commission its members and a majority votes in the affirmative to hold the meeting. (Utah Code Ann. 52-4-202)

- 2. **Subdivision Approvals** – Applications for subdivision approval shall be noticed prior to the meeting in the following manner:

- a. Applications shall be identified by name on the Planning Commission agenda. The agenda shall be conspicuously posted at least 24 hours in advance of the meeting in the entrance to the City offices, 160 South Main Street, and in the Office of the City Planner;
- b. The City Planner shall notify all property owners within 300 feet from the boundaries of the affected property, by:

- a. Mailing notice of the meeting at which the schematic plan will be considered. At the discretion of the City Planner, with the concurrence of the Chair may extend, the mailing area beyond 300 feet from the subject property in order to notify additional parties. The mailing area may also be extended by a majority vote of the Commission; ~~AND may~~ at the discretion of the City Planner

- b. Posting notice on the property with a sign of sufficient size, durability, print quality, and location that is reasonably calculated to give notice to passers-by;

- c. The meeting at which the preliminary plat and final plat will be considered need not be noticed by individual mailing but shall be identified by name on the agenda and posted 24 hours in advance of the meeting as indicated above;
- d. The City Planner shall send a letter to the applicant within a reasonable time after the final decision of the Planning Commission indicating the action taken on the application.

- 3. **Conditional Use Applications** – Applications for Conditional Use approval shall be noticed prior to the meeting in the following manner:

- a. Applications shall be identified by name on the Planning Commission agenda. The agenda shall be conspicuously posted at least 24 hours in advance of the meeting in the entrance to the City offices, 160 South Main Street, and in the Office of the City Planner;
- b. The City Planner shall notify all property owners within 300 feet from the boundaries of the affected property, by:

- a. Mailing notice of the meeting at which the conditional use application will be considered. At the discretion of the City Planner, and with the concurrence of the Chair, the mailing area may be extended beyond 300 feet from the subject property in order to notify additional parties. The mailing area may also be extended by a majority vote of the Commission. Conditional use applications with site plans shall require 500 feet; AND may at the discretion of the City Planner
 - b. Posting notice on the property with a sign of sufficient size, durability, print quality, and location that is reasonably calculated to give notice to passers-by;
 - c. The City Planner shall send a letter to the applicant within a reasonable time after the final decision of the Planning Commission indicating the action taken on the application;
- 4. **Zoning Map and Ordinance Amendments** – The Planning Commission shall review all proposed amendments to the City Zoning Map and/or Zoning Ordinance and shall prepare written recommendations regarding the proposed amendments and forward the same to the City Council for its consideration. Notice of proposed Zoning Map or Zoning Ordinance amendments shall be provided as follows:
 - a. Proposed amendments to the Zoning Map and/or Zoning Ordinance shall be identified by name on the Planning Commission Agenda. The Agenda shall be posted at least 24 hours in advance of the meeting in the entrance to the City Offices at 160 South Main Street and in the office of the City Planner;
 - b. Notice shall be provided in accordance with City Ordinances and State Law regarding the same;
 - c. The City Planner shall notify all property owners within 300 feet from the boundaries of the affected property, by:
 - a. Mailing notice of the meeting at which the proposed amendments to the Zoning Map and/or Zoning Ordinance_Zoning Map amendment will be considered. At the discretion of the City Planner, and with the concurrence of the Chair, the mailing area may be extended beyond 300 feet from the subject property in order to notify additional parties. The mailing area may also be extended by a majority vote of the Commission; AND may at the discretion of the City Planner
 - b. Posting notice on the property with a sign of sufficient size, durability, print quality, and location that is reasonably calculated to give notice to passers-by;
 - d. The City Planner shall send a letter to the applicant (if not the City) within a reasonable time after the final decision of the Planning Commission indicating the action taken on the application.
- 5. **General Plan Amendments** – The Planning Commission shall prepare and/or review all proposed amendments to the City General Plan and shall hold a public hearing on such proposed amendments. After the public hearing, the Planning Commission shall make

any changes to the proposed amended Plan and forward its recommendations regarding the same to the City Council for its consideration. Notice of the public hearing before the Planning Commission on the proposed amended General Plan amendments shall be provided in accordance with City Ordinances and State Law regarding the same.

6. **Planned Unit Development/Condominium** – A Planned Unit Development or Condominium application shall be noticed in the same way as a Conditional Use.
7. **Annexation Applications** – Annexation hearings shall be identified by name on the Planning Commission agenda. The agenda shall be posted at least 24 hours in advance of the meeting in the entrance to the City offices at 160 South Main Street and in the office of the City Planner. In addition to the notice given on the agenda, notice of the date, time, place and subject of the hearing shall be published at least one week prior to the hearing in a newspaper of general circulation.
8. **Dedication of Streets and Other Public Places** – Notice shall be provided in the following manner:
 - a. An application for a street name amendment, major street plan amendment or street dedication shall be identified by name on the Planning Commission agenda. The agenda shall be posted at least 24 hours in advance of the meeting in the entrance to the City offices at 160 South Main Street and in the office of the City Planner;
 - b. The City Planner shall notify all affected utilities of the date of the hearing and the proposed change;
 - c. The City Planner shall mail notice to all owners-of-record of land abutting the street on which the change or dedication is proposed and may also publish such notice in a newspaper of general circulation a reasonable time prior to the meeting date.
9. **Vacation of Alleys or Streets** – No requirement exists in State Law for sending street and alley vacations to the Planning Commission for a recommendation. If the City Council determines that a recommendation from the Commission is desirable, then notice shall be given in the following manner:
 - a. An application for a street or alley vacation shall be identified by name on the Planning Commission agenda. The agenda shall be posted at least 24 hours in advance of the meeting in the entrance to the City offices at 160 South Main Street and in the office of the City Planner;
 - b. The City Planner shall notify all affected utilities of the date of the hearing and the proposed change;
 - c. The City Planner shall mail notice to all owners-of-record of land abutting the street on which the change or dedication is proposed and may also publish such notice in a newspaper of general circulation a reasonable time prior to the meeting date;
 - d. At the discretion of the City Planner, and with the concurrence of the Chair, the mailing area may be extended in order to notify additional parties. The mailing area may also be extended by a majority vote of the Commission.

IV. APPLICATION REQUIRED

No application may be heard by the Planning Commission unless an application form is completely filled out and accompanied by the appropriate fee and required plans drawn to scale with dimensions clearly indicated and with sufficient detail and clarity to show as best as reasonably possible what is being requested.

V. MEETINGS

1. **Time and Place of Meetings** – Regular public meetings of the Planning Commission shall be held on the second and fourth Thursday of each month at 7:00 p.m. in the City Offices located at 160 South Main Street when there is business to conduct unless scheduled otherwise by the Commission. A preparation meeting may be held at 6:30 p.m., or earlier, prior to the meeting.
2. **Special Emergency Meetings** – These may be called by the Chair or upon an affirmative authorization of at least four members of the Commission.
3. **Open to the Public** – All meetings of the Planning Commission are open to the public unless closed pursuant to law.
4. **Closed Meetings** – Closed meetings may be justified in certain circumstances pursuant to Utah State Code Section 52-4-204.
5. **Order of Business** – Applications submitted to the Planning Commission shall appear on the agenda in the following order:
 - a. Approval of Minutes;
 - b. City Council Report;
 - c. Subdivision and Planned Unit Development applications – hearings and decisions;
 - d. General plan and Zoning Amendment applications – hearings and decisions;
 - e. Conditional Use/Site Plan Review applications – hearings and decisions;
 - f. Annexation applications;
 - g. Zoning Text Changes – hearings and decisions;
 - h. Other Business;
 - i. Adjournment

The Chair may change the order of business or consider matters out of order if there is no objection from any member of the Commission or by majority vote of the Commission.

6. **Presentation of Application** – Staff shall present the application. An applicant may offer written or oral comments and clarification if needed after staff presentation. An applicant may appear in person or may be represented by an attorney or other authorized agent at any meeting of the Commission. Written authorization shall be required for an agent.

7. Order of Procedure – Except as otherwise provided in these rules, the order of procedure in the hearing of each application shall be as follows:

- a. Staff makes presentation;
- b. If public hearing is specified, hearing shall be opened;
- c. Applicant may offer written or oral comments and clarification if needed;
- d. Individuals from the public or on the Commission in favor and/or against the application may offer written or oral comments;
- e. If public hearing is specified, hearing shall be closed;
- f. Summation may be permitted;
- g. Discussion by the Commission prior to motion;
- h. Motion and second;
- i. Further discussion by the Commission.

The Chair may change the order of procedure if there is no objection from any member of the Commission or by majority vote of the Commission.

VI. VOTING

An affirmative vote of a majority of the members of a quorum shall decide any matter under consideration in accordance with Section 11-3-010(3) of the Farmington City Zoning Ordinance.

VII. DECISIONS

Decisions of the Commission shall be considered final, for the purposes of any appeal, at the end of the meeting at which the matter is heard and a decision rendered. The City Planner shall send a written notification of the decision to the applicant within a reasonable time after the date such decision was made. Such notification shall include the reasons for the Commission's decision.

VIII. RE-HEARING

The Commission may re-hear an application upon written request by the applicant and a showing that there is substantial new evidence or other relevant matters pertinent to the application that were unavailable at the time of the original hearing through no fault on the part of the applicant. The Commission shall, by vote, make a determination as to whether or not to reconsider its prior decision. In the event a re-hearing is approved, the matter shall be considered only after notice has been given in the same manner as was given for the original application. The applicant shall pay any costs incurred in re-advertising the hearing.

IX. RECORDS

1. Written Minutes – Written minutes shall be kept of all Planning Commission meetings. Such minutes shall include:

- a. The date, time, and place of the meeting;
- b. The names of members present and absent;

- c. The substance of all matters proposed, discussed, or decided, and a record, by individual member, of the votes taken.

The minutes are public records and shall be available within a reasonable time after the meeting. An official copy of the minutes shall not be made available until after formal approval by the Commission. The written minutes or recording of an open meeting that are required to be retained permanently shall be maintained in or converted to a format that meets long-term records storage requirements.

2. **Recording** – All proceedings of the Planning Commission shall be electronically recorded, and the tapes shall be retained in the office of the City Recorder for a minimum of one year following the meeting at which the recording was made. Such recordings may be used in the event a Commission Member misses a meeting and wishes to qualify to vote on a particular item, or if it is necessary to produce a verbatim transcript of all, or part, of a meeting.

X. RULES OF ETHICAL CONDUCT

1. **Definitions** – The following definitions shall apply to this section:

- a. **Assist** means to act, offer, or agree to act, in such a way as to help, represent, aid, advise, furnish information to, or otherwise provide assistance to a person or business entity
- b. **Business Entity** means a sole proprietorship, firm, partnership, association, joint venture, trust, corporation limited liability company, foundation, or other organization or entity recognized under state law used in carrying on a business.
- c. **Compensation** means anything of economic value which is paid, loaned, granted, given, donated, or transferred to any person or business entity for, or in consideration of, personal services, materials, property, or any other thing whatsoever.
- d. **Substantial interest** means ownership, either legal or equitable, by an individual, a spouse, or minor children, of at least 10% of the outstanding shares of a corporation or a 20% interest in any other business entity.

2. **A Commission Member shall not:**

- a. Disclose confidential information acquired by reason of his/her official position or use such information to secure special privileges or exemptions for him/herself or others;
- b. Use, or attempt to use, his/her official position to secure special privileges for him/herself or others;
- c. Knowingly receive, accept, take, seek, or solicit, directly or indirectly, any gift or loan for him/herself, or another, if the gift or loan tends to influence him/her in the discharge of his/her official duties, except for:
 - An occasional non-pecuniary gift having a value of less than \$50.00;
 - An award presented publicly;
 - Any bona-fide loan made in the ordinary course of business;
 - Political campaign contributions actually used in a political campaign.

- d. Participate in any Commission action which may result in a private benefit:
 - a. The private benefit may be direct or indirect, create a material, personal gain, or provide an advantage to relations, friends, groups, or associations which hold some share of a person's loyalty. However, mere membership in a group or organization shall not be considered a conflict of interest unless a reasonable person would conclude that such membership in itself would prevent an objective consideration of an issue.
 - b. A Commission member experiencing, in his/her opinion, a conflict of interest, shall declare this interest publicly, abstain from voting on the action, and shall be excused from his/her seat on the Commission during consideration of the action. He/she should not discuss the matter privately or publicly with any other Commission member. The vote of a Commission member experiencing a conflict of interest who fails to disqualify himself shall be disallowed.
 - c. A conflict of interest may exist under these rules even though a Commission member may not believe he/she has an actual conflict. A Commission member who has a question as to whether a conflict exists should raise the matter with the other members and the City Attorney in order that a determination may be made.

3. Compensation

- a. A Commission member shall not receive or agree to receive compensation for assisting any person or business entity in any transaction connected with an action being considered by the Commission or which may come before the Commission.
- b. Any Commission member who is an officer, director, agent, employee, or owner of a substantial interest in any business entity which does, or anticipates doing business with the City shall disclose the nature of his/her interests in that business entity prior to any discussion by the Commission of any matter concerning such business entity.
- c. Any personal investment by a Commission member which creates a substantial conflict between the Member's personal interests and his public duties shall be fully disclosed.

XI. RULES OF ORDER

All regular meetings of the Planning Commission will be conducted according to Robert's Rules of Order. Robert's Rules of Order may serve as a guideline and be amended to another such Rule of Order from time to time if passed and approved by a majority vote of the Commission.

XII. TIE VOTE

In the event of a tie vote on any decision before the Commission, the motion shall fail and the Chair may ask for another motion. If no other motion is made, or in the event the second motion also ends in a tie vote, the matter shall be continued until the next regular meeting of the Commission. In the event that a final decision is not made at the next meeting,

the application shall be deemed denied, and the applicant shall have a right to appeal as provided in the Farmington City Code.

XIII. AMENDMENTS

These Policies and Procedures may be amended at any regular meeting of the Commission by an affirmative vote of the majority of all members, provided that such amendments have been presented in writing to each Commission member at least 48 hours prior to the meeting at which the vote is taken.

CITY COUNCIL AGENDA

For Council Meeting:
July 17, 2012

S U B J E C T: Recommendation for Award for the Community Center Well House

ACTION TO BE CONSIDERED:

Authorize the award of the Community Center Well House to Van Con (the low bidder) in the amount of \$529,500.00 and authorize the City Manager to execute the Notice to Proceed.

GENERAL INFORMATION:

See enclosed staff reports prepared by Tammy North and Dave Millheim.

NOTE: Appointments must be scheduled 14 days prior to Council Meetings; discussion items should be submitted 7 days prior to Council meeting.



FARMINGTON CITY

SCOTT C. HARBERTSON
MAYOR

JORN BILTON
RICK DUTSON
CORY R. RITZ
JIM TALBOT
SID YOUNG
CITY COUNCIL

DAVE MILLHEIM
CITY MANAGER

City Council Staff Report

To: Honorable Mayor and City Council

From: Tammy North, Engineer

Date: July 6, 2012

SUBJECT: **Recommendation for Award for the Community Center Well House**

RECOMMENDATIONS

Authorize the award of the Community Center Well House to Van Con (the low bidder) in the amount of \$529,500.00 and authorize the City Manager to execute the Notice to Proceed.

BACKGROUND

In 2011, a new well was drilled just north of the Community Center on Main Street. The well was tested and produces between 800-1000gpm. This well will be used to handle the increasing demand seen by the City as development continues. Early in 2012, prequalification packets were accepted by the City for those Contractors who wanted to submit bids to construct the well house and equip the well. The pre-qualification required that the Contractor show that they had done similar projects in the recent past. Seven contractors were pre-qualified and allowed to bid on this project.

Bids were received by 5 pre-qualified contractors on June 28, 2012. The low bidder on the project was Van Con Construction and all of their bidding documents were checked and found to be in order. Their bid is within the budget set for the project. Below is a summary of the bid results.

| | |
|-----------------------|--------------|
| Absolute Constructors | \$680,000.00 |
| Cop Construction | \$644,500.00 |
| Hills Construction | \$557,000.00 |
| Stapp Construction | \$576,460.00 |
| Van Con Construction | \$529,500.00 |

Respectfully submitted,

Tammy North
Engineer

Review and Concur,

Dave Millheim
City Manager



FARMINGTON CITY

SCOTT C. HARBERTSON
MAYOR

JOHN BILTON
NELSEN MICHAELSON
CORY R. RITZ
JIM TALBOT
JAMES YOUNG
CITY COUNCIL

DAVE MILLHEIM
CITY MANAGER

City Council Staff Report - Supplemental

To: Honorable Mayor and City Council

From: Dave Millheim, City Manager

Date: July 9, 2012

SUBJECT: **WELL COST TOTALS**

SUPPLEMENTAL INFORMATION

Some of the Council has asked about total costs to date on the Main Street well project. To date engineering and design of the well (pump house) and related water lines, we have spent \$219,050.97. Drilling of the well cost \$520,166.23. If you add those totals to the likely award of this construction bid (\$529,000) and additional CRS charges not incurred yet to manage the construction of the well house, the total cost for the is project will be in the neighborhood will be \$1,300,000. Drilling and construction costs are what they are but I think we should have done a better job keeping design and engineering costs to a lower level. These costs were driven up in no small measure by design issues related to making the well house look historic (when it is not) and having too much input from too many parties. These costs would have gone even higher if I had not put a stop the continual escalation factor from design rewrites.

Respectfully Submitted

Dave Millheim
City Manager

CITY COUNCIL AGENDA

For Council Meeting:
July 17, 2012

S U B J E C T: Minute Motion Approving Summary Action List

1. Approval of Minutes from June 19, 2012
2. Construction Trailer Exception- CenterCal
3. Station Park Lot Line Adjustment
4. Lease with US Government (FAA) For Parking of Road Grader to Service Radar Station
5. Verizon Cell Tower – First Amendment to Lease Agreement Dated October 7, 2011
6. Temporary Zoning Regulation Termination
7. Amendment to the Motion Made on June 19, 2012 Regarding Schematic Plan Approval of the Farmington Creek Phase 4 PUD Subdivision
8. VanZweden Subdivision Improvements Agreement

NOTE: Appointments must be scheduled 14 days prior to Council Meetings; discussion items should be submitted 7 days prior to Council meeting.

FARMINGTON CITY COUNCIL MEETING

June 19, 2012

WORK SESSION

Present: Mayor Scott Harbertson, Council Members John Bilton, Nelsen Michaelson, Cory Ritz, Jim Talbot, and Jim Young, City Manager Dave Millheim, Finance Director Keith Johnson, Community Development Director David Petersen, CRS Engineer Tammy North, Associate Planner Christy Alexander, City Recorder Holly Gadd and Recording Secretary Cynthia DeCoursey

Capital Transportation Projects Discussion

The meeting began at 4:15 p.m. **Dave Millheim** said transportation impact fees are the most complicated impact fees because they drive everything else—water lines, development patterns, zoning decisions, etc. He explained that staff and CRS Engineer **Tammy North** created a spreadsheet of Transportation Projects and separated them into three categories: (1) Top 5 – red; (2) Current CIP Plan – blue; and (3) Long Range CIP Plan – green. The projects in the first two categories were given a priority ranking—the reasons for the rankings vary greatly and include many different factors. The chart will be an important planning tool for the City in the following ways: (1) Evaluation of the status of the Current CIP; (2) Re-evaluation of the projects with additional information; (3) Funding sources; and (4) Modification of the CIP for the next cycle. She presented specific details from the spreadsheet and answered questions regarding many of the projects. **Dave Millheim** urged the Council to refer to the spreadsheet when they receive inquiries from residents regarding certain projects.

Lagoon's Electronic Sign Application Discussion

Dave Millheim said that on May 10, 2012 Lagoon submitted an application for an electronic sign at their annex building in a BP zone. Under Farmington's existing ordinance, electronic signs are allowed in 3 zones: Commercial Residential (CR), Commercial (C) and Business Park (BP), but there are no specific standards in place to address electronic signs. The City currently has two choices: (1) Receive the application and make a decision with no standards in place; or (2) Delay the application under the "pending legislation" rule to allow time for the City to create standards regarding electronic signs. **Dave Freed** (Lagoon) was not interested in moving the sign to Park Lane because of additional costs and lower visibility. The second approach would hold off all applications until the review process is finished. **David Petersen** expressed concern about setting a precedent. The **Mayor** and **Dave Millheim** agreed that the best approach would be to allow additional time to review and/or implement the City's standards. **Jim Young** would like the improved relationship with Lagoon to continue. **John Bilton** said he would support the Lagoon sign if it was the only electronic sign permitted on Main Street. **Nelsen Michaelson** pointed out that the delay may help Lagoon in the long run. **Jim Talbot** wanted to allow Lagoon to install the electronic because it is a small (3' x 4') sign, and it is a theme park. **Cory Ritz** said there could be unintended consequences and Lagoon may—at some time in the future—want additional signs along Main Street. **Dave Millheim** said he will try to convince Lagoon that it is in their best interest to wait, and he encouraged each Council Member to contact Lagoon and let them know that they care about this issue.

Schematic Plan for the Farmington Creek Estates Phase 4 PUD Subdivision

David Petersen presented background information regarding this Plan and said the original approvals expired. He recommended drafting a new development agreement which will require the applicant to remove several homes from the flood plain and improve 1100 West adjacent to his property. The Council discussed how this Phase would affect the previous phases.

Resolution amending the Annual Budget for the Fiscal Year ending June 30, 2012 and adopting the Annual Budget for the Fiscal Year ending June 30, 2012

Keith Johnson said there were a few minor adjustments to the Budget, and he received the tax rate from Davis County which will be added to the Resolution. Council Members asked several questions regarding various expenses listed on the Budget Worksheet.

The meeting ended at 6:55 p.m.

REGULAR SESSION

Present: Mayor Scott Harbertson, Council Members John Bilton, Nelsen Michaelson, Cory Ritz, Jim Talbot, and Jim Young, City Manager Dave Millheim, Community Development Director David Petersen, Associate Planner Christy Alexander, City Recorder Holly Gadd and Recording Secretary Cynthia DeCoursey. Youth City Council Member Steven Swanson was also in attendance.

CALL TO ORDER

Roll Call (Opening Comments/Invocation/Pledge of Allegiance)

Mayor Harbertson began the meeting at 7:00 p.m. John Bilton offered an opening prayer, and the Pledge was led by the Mayor.

PUBLIC HEARINGS

Resolution amending the Annual Budget for Fiscal Year ending June 30, 2012 and adopting the Annual Budget for Fiscal Year ending June 30, 2012

City Finance Director **Keith Johnson** presented information regarding the Annual Budget and said the General Fund balance for 2012 will be approximately \$683,000 and \$674,000 for 2013.

Public Hearing:

The Mayor opened the Public Hearing at 7:20 p.m. There were no comments, and it was closed. He commended **Keith Johnson** and other City staff for their efforts regarding the Budget.

Motion:

Jim Talbot made a motion to adopt the Resolution to amend the Budget for the Fiscal Year ending 2012 and to adopt the Budget for the Fiscal Year ending 2013 and to establish a tax rate of .002269. **Cory Ritz** seconded the motion which was approved by Councilmen **Bilton, Michaelson, Ritz, Talbot** and **Young**.

Schematic Plan for the Farmington Creek Estates Phase 4 PUD Subdivision

Christy Alexander said staff's recommendation is to approve this Plan along with the conditions listed in the staff report.

Public Hearing:

Mayor Harbertson opened the Public Hearing at 7:28 p.m.

Jason Snow, 537 South 1025 West, appreciated receiving a notice regarding this agenda item. He purchased a home in Phase 1 and has had drainage problems the entire time. Each time a new phase was approved, they were told that the problems would be fixed, but they were never fixed. Phase 3 was supposed to include green space and parks, and there are property line and flood plain issues—they were told 14 years ago that they would be taken out of the flood plain. He asked the City to follow the guidelines of the approval and require the developers to complete the requirements.

Lori Palmer, 5525 South 1025 West, said she is concerned about drainage in this area. They have had standing water in their back yard for 15 years. They currently pump the extra water to the storm drain, and these new lots will likely have the same issues.

The Public Hearing was closed at 7:35 p.m.

David Petersen explained that there are three phases in the subdivision process—schematic plan, preliminary plat, and final plat. Public hearings are held only at the schematic plan level; however, all are public meetings. The one-acre lot was never conveyed to the City and would not be an efficient use of park resources. In the AE zone, there is a 5-foot setback from the rear property line, and the building code has additional requirements. The City's code is much stricter than it was 18 years ago when Phase 1 was built, and the applicant will be required to submit a drainage plan for preliminary plat approval. The applicant said Phase 3 was sold 10 years ago, and he does not know who owns the lot. **Cory Ritz** asked that a Public Works employee be sent to look at the issues referred to by residents.

Motion:

Cory Ritz made a motion to approve the Schematic Plan for the Farmington Creek Estates Phase 4 Subdivision (7 lots) located at approximately 1100 West and Country Lane, subject to the same conditions and findings set forth in the Planning Commission Staff report dated June 14, 2012 and the following conditions:

1. The applicant must obtain a Letter of Map Revision (LOMR) removing all 7 lots from the FEMA flood plain prior to the recordation of the first final plat for all or any portion of the subdivision.
2. The applicant must remove, or cause to remove, all lots in the previous phases of the PUD from the FEMA flood plain.
3. The applicant must enter into a development agreement with the City prior to or concurrent with final plat approval by the City Council. The agreement shall include—but not be limited to—a commitment by the developer to remove all of Phase 4 and the two remaining lots in

the previous phases of the PUD from the FEMA flood plain. The agreement must be recorded concurrent with the recordation of the final plat, or first final plat, of Phase 4.

4. A complete drainage plan for Phase 4 shall be submitted with the Preliminary Plat along with a plan which addresses the impacts and issues of Phases 1 and 2.
5. Conditions 1-4 must be completed prior to obtaining Preliminary Plat approval.
6. A public hearing will be held at the Preliminary Plat approval stage.

Motion:

1. Currently all 7 lots in the proposed Phase 4 are located in the FEMA flood plain, and before the City can issue building permits for single-family homes on these lots, the applicant must ensure as per Chapter 31 of the Zoning Ordinance that the lowest habitable elevation of each home is at or above the base flood elevation.
2. The applicant, by development agreement, agreed to remove all previous phases of the PUD from the flood plain (approximately 50 lots). Said development agreement has since expired—nevertheless the study to remove the previous phases from the flood plain is complete, but the City has not yet submitted the study to FEMA. Therefore, the developer has met his commitment regarding the previous phases so far as he is able to do so. Notwithstanding this, it appears that one (and maybe two) lot(s) in the previous phases remain in the flood plain. As per previous commitments, these lots should also be removed from the flood plain. This is a reasonable requirement because one of the lots is vacant and the other is next to Phase 4 and action to obtain a LOMR for Phase 4 may also result in removed the second lot from the flood plain.
3. The Farmington Creek Estates PUD consists of approximately 58 lots. All of the open space required for the PUD is located in previous phases—not in Phase 4. The development agreement memorializing certain approvals related to the PUD has since expired. Nevertheless, it is reasonable for the City to approve the last 7 lots as proposed without open space in Phase 4, if the applicant enters into another agreement with the City and commits to, among other things, the removal of the remaining two lots from the FEMA flood plain (and all of Phase 4). By said agreement the City may also acknowledge that open space requirements are met even though the open space is located in the previous phases.

The motion was seconded by **Jim Talbot** and approved by Councilmen **Bilton, Michaelson, Ritz, Talbot** and **Young**

Schematic Plan for the Oakwood Estates Revised Subdivision

Christy Alexander said the applicant plans to subdivide this vacant lot into 4 lots. There is a trail on the west side of the creek which connects to 1400 North, and staff will work with the applicant concerning open space.

Greg Gardner, 1714 N. Canyon Circle, Oakley, Idaho, said **Lew Swain** was unable to attend the meeting. He thanked City staff and said the project is progressing well.

Public hearing:

The public hearing was opened at 8:02 p.m. There were no comments, and it was closed. There was a brief discussion regarding the trail right-of-way and open space.

Motion:

John Bilton made a motion to approve the Schematic Plan for the Oakwood Estates Revised Subdivision (17 lots) located at approximately North Compton Road and Oakwood Place, subject to the same conditions and findings established previously by the Planning Commission on June 14, 2012 and with an additional condition that the east boundary of the trail be staked. **Nelsen Michaelson** seconded the motion which was approved by Councilmen **Bilton, Michaelson, Ritz, Talbot** and **Young**.

Schematic Plan for the Bray Amended Subdivision

Public hearing:

The Public Hearing was opened at 8:10 p.m. There were no comments, and it was closed.

Motion:

Nelsen Michaelson made a motion to approve the Schematic Plan for the Bray Amended Subdivision (4 lots) located at approximately 1940 N. Oakwood Place, subject to the same conditions and findings established previously by the Planning Commission on June 14, 2012. The motion was seconded by **John Bilton** and approved by Councilmen **Bilton, Michaelson, Ritz, Talbot** and **Young**.

REPORTS OF COMMITTEES/MUNICIPAL OFFICERS

Historic Preservation Commission Update

Alysa Revell, Chair of the Historic Preservation Commission, read from Chapter 39 of the Zoning Code: "Farmington City recognizes that the historical character of the community is among its most valued and important assets. It is the intent of the City to identify, preserve, protect and enhance historic buildings, sites, monuments, streetscapes, and landmarks within the City deemed architecturally or historically significant." The Commission has worked toward that goal through:

1. Education
 - Creating and maintaining inventories of historic resources
 - Hosting open houses to teach the public about historic preservation
 - Creating walking tours of historic areas around the City
 - Obtaining Certified Local Government (CLG) grants for historic marker plaques
 - Supporting **Annette Tidwell** who spends a great deal of time in this effort
2. Digital preservation of historic records and photographs
 - Creating a searchable data base
3. Upgrading computer equipment at the Museum
 - New touch screen monitor for visitor use and storage space for digital library
 - New printer and scanners
4. Recent acceptance of Main Street to the National Register of Historic Places

5. Things Farmington City can do:

- Set a good example
- Approve only architecturally compatible infill which reflects the character of Main Street in design and materials
- Provide legal protections against tear downs and incompatible remodels
- Enforce existing ordinances to ensure all preservation obligations are met

Main Street is the heart and soul of Farmington and is vital to the overall character of the City. Farmington currently has 150-180 historical designations, and demolitions have been reduced from six per year to two. **Ms. Revell** thanked the **Mayor** and the Council for their support. Resident **Glen Leonard** was also in attendance—he is making progress on Farmington City's history.

SUMMARY ACTION

Minute Motion Approving Summary Action List

1. Minutes from the June 5, 2012 meeting
2. Ratification of Storm Water Bond Logs
3. Disbursement Lists – May 2012
4. Notice to Proceed – Road Paving Projects
5. Farmington Crossing North Phase 5 Improvements Agreement
6. Final Plat for the Van Zweden Subdivision
7. Trenching Contract for Future Water Tank

Motion:

Nelsen Michaelson made a motion to approve the items on the Summary Action List with two amendments to the Minutes which were made during the work session. The motion was seconded by **Jim Talbot** and approved by Council Members **Bilton, Michaelson, Ritz, Talbot** and **Young**.

GOVERNING BODY REPORTS

City Manager – Dave Millheim

1. Upcoming agenda items, the Building Activity Report for May, and the Police and Fire Activity Reports for May were included in the staff report. There has been a sharp increase in police activity which seems to be typical during the summer—there have been shoplifting incidents in the Station Park area and calls from the new apartments.
2. Public Works Director **Walt Hokanson** said that having a float in the PW building is problematic for his crews, and he asked if it could be moved to another location in the future. Suggestions included the CenterCal building and various Davis County buildings. He was directed to bring this item back for Council consideration
3. The only City Council meeting in July will be held on the 17th.
4. Numerous residents have commented about the lack of crosswalks in the Station Park area. There is no easy solution, but the City's Traffic Engineer, **Tim Taylor**, suggested two

possible locations: one east of the theatres and another near the DMV. The less expensive approach is to paint the street and install crosswalk signs, but there may need to be a blinking pedestrian sign. This will be reviewed at next Council Meeting.

Mayor – Scott Harbertson

- He asked Council Members to attend as many events as possible during Festival Days. The Council helps serve breakfast prior to the parade, and the YCC helps with several events. **Jim Talbot** will purchase the candy, and **Cory Ritz** will call resident **Steve Andersen** to arrange for the fire truck. The Grand Marshals in the Festival Days parade will be **Max & Julie Forbush**.
- He and **Nelsen Michaelson** will attend the Town Hall meeting on Wed., June 20, 2012.
- The Council will be reviewing the City Manager during the meeting on July 17, 2012, and the Mayor asked each Council Member to fill out a form and return it to him.
- The opening of the CenterCal fountain was a great event.

City Council

John Bilton

- He asked if the fireworks flyers have been distributed by the Fire Department and for a report on the Centerville fire. **Dave Millheim** said they are in the process of handing out the flyers. Farmington's new tender truck was used to restock the water trucks, and it was the last piece of equipment off the mountain following the fire.

CLOSED SESSION

Motion:

At 8:55 p.m. **John Bilton** made a motion for the Council to go into a closed meeting to discuss the acquisition of real property and potential litigation. The motion was seconded by **Nelsen Michaelson** and approved by Council Members **Bilton, Michaelson, Ritz, Talbot** and **Young**.

Sworn Statement

I, **Scott C. Harbertson**, Mayor of Farmington City, do hereby affirm that the items discussed in the closed meeting were as stated in the motion to go into closed session and that no other business was conducted while the Council was so convened in a closed meeting.

Scott C. Harbertson, Mayor

Motion:

At 9:20 p.m. a motion to reconvene into an open meeting was made by **John Bilton**. It was seconded by **Nelsen Michaelson** and approved by Council Members **Bilton, Michaelson, Ritz, Talbot** and **Young**.

ADJOURNMENT

Motion:

John Bilton made a motion to adjourn the meeting which was approved by Council Members **Bilton, Michaelson, Ritz, Talbot** and **Young**, and the meeting was adjourned at 9:20 p.m.

Holly Gadd, City Recorder
Farmington City Corporation



FARMINGTON CITY

SCOTT C. HARBERTSON
MAYOR

JOHN BILTON
NELSEN MICHAELSON
CORY R. RITZ
JIM TALBOT
JAMES YOUNG
CITY COUNCIL

DAVE MILLHEIM
CITY MANAGER

City Council Staff Report

To: Honorable Mayor and City Council

From: David E. Petersen, Community Development Director

Date: July 6, 2012

SUBJECT: **CONSTRUCTION TRAILER EXEMPTION-CENTERCAL**

RECOMMENDATION

Approve an exemption for a temporary construction trailer at the CenterCal offices at 42 North 650 West subject to the conditions and findings on the attached letter to be signed by the Mayor.

BACKGROUND

Farmington City's regulations regarding temporary uses, including among other things—construction trailers, are set forth in Section 11-28-120 of the Zoning Ordinance. A construction trailer incidental to a specific construction project may be located on the site of such project, but not off-site. CenterCal is now occupying the old City shop building which is not part of Station Park, and therefore, the construction trailer that they are requesting is off-site in violation of the ordinance. Notwithstanding this, the City Council may grant exemptions to the City's temporary use standards as per Section 11-28-120 (i)(6) of the ordinance.

Respectively Submitted

David Petersen
Community Development Director

Concur

Dave Millheim
City Manager



FARMINGTON CITY

SCOTT C. HARBERTSON
MAYOR

JOHN BILTON
NELSEN MICHAELSON
CORY R. RITZ
JIM TALBOT
JAMES YOUNG
CITY COUNCIL

DAVE MILLHEIM
CITY MANAGER

July 17, 2012

Craig Trottier
Vice President, Development
CenterCal Properties, LLC
42 North 640 West
Farmington, Utah 84025

Dear Mr. Trottier:

The City Council voted on July 17, 2012, to approve an exemption to the City's temporary use standards allowing you to place a construction trailer at 42 North 650 West as per your letter and site plan dated June 25, 2012. The location is associated with the Station Park project, but off site.

The motion for approval was subject to compliance with all applicable ordinance requirements and development standards and a condition that the trailer may remain for the duration of the project, but shall be removed within thirty (30) days after substantial completion of the project.

Findings:

1. The proposed location of the temporary construction trailer is on the same site as the building housing the existing CenterCal offices, which building and property is owned by Farmington City and leased to CenterCal primarily because of the Station Park project.
2. Although the construction trailer is not located on-site, it will be located on property adjacent to Station Park.
3. UDOT, a previous occupant of the site, also had a construction trailer at the same location.
4. The location of the trailer will help further the constructing of Station Park, which is directly related to the economic development goals and objectives of Farmington City.

If you should have any comments or questions, please feel free to contact our offices at 451-2383.

Sincerely,

Scott C. Harbertson
Mayor

cc: Dave Millheim, City Manager
Dave Petersen, Community Development Director
Eric Miller, Building Official



STATION PARK
42 NORTH 650 WEST
FARMINGTON, UTAH 84025

PHONE 801.451.5993
FAX 801.451.7399
WWW.CENTERCAL.COM

June 25, 2012

Mayor Scott Harbertson
Members of the City Council
Farmington City
160 South Main
Farmington, Utah 84037

RE: Variance request for Construction Trailer

Honorable Mayor and City Council,

In the ongoing development of Station Park it has been necessary to increase our staff to manage the development process. We have now outgrown our current space and require additional office space. We would like to park a construction trailer next to our current building in the same location that UDOT located a trailer during construction of Legacy Highway. Utility hookups already exist in this location and the close proximity to our office would allow us to maintain a cohesive office environment. Please consider our request for a variance to allow this. Thank you.

Sincerely,

Craig Trottier
Vice President, Development



Google earth

feet
meters

100

500



Google earth



FARMINGTON CITY

SCOTT C. HARBERTSON
MAYOR

JOHN BILTON
NELSEN MICHAELSON
CORY R. RITZ
JIM TALBOT
JAMES YOUNG
CITY COUNCIL

DAVE MILLHEIM
CITY MANAGER

City Council Staff Report

To: Honorable Mayor and City Council

From: David E. Petersen, Community Development Director

Date: July 6, 2012

SUBJECT: **STATION PARK LOT LINE ADJUSTMENT**

RECOMMENDATION

Approve the proposed lot line adjustment as requested and authorize the Mayor to sign the enclosed Notice of Approval of Boundary Adjustment form subject to the property owner providing a digital copy of the legal description of that portion of Lot 5 which will become a part of Lot 4.

BACKGROUND

Presently, the common boundary of Lot 4 and 5 does not follow a street. Normally it does not matter whether the boundary of these lots follow a street, but in this case the location of the lot line may prevent the construction of certain structures as per the building code and may keep CenterCal from moving forward in this area of the project.

Respectively Submitted

David Petersen
Community Development Director

Concur

Dave Millheim
City Manager

**NOTICE OF APPROVAL OF
BOUNDARY ADJUSTMENT**

NOTICE is hereby given that the Farmington City Council has approved the following boundary adjustment pursuant to the request of the owners of record of the following described parcels:

Property being transferred to STATION PARK CENTERCAL LLC the owner of Lot 5 of the Station Park Subdivision by STATION PARK CENTERCAL LLC, the owner of Lot 4 of the Station Park Subdivision.

[Insert Legal Here]

The afore said boundary adjustment shall be deemed complete upon the recording of deeds by STATION PARK CENTERCAL LLC- owner of Lot 5, and STATION PARK CENTERCAL LLC - owner of Lot 4, respectively, effecting the above described boundary adjustment and exchange of property. Dated the ____ day of _____, 20__.

FARMINGTON CITY

ATTEST:

Holly Gadd, City Recorder

By: _____
Mayor Scott C. Harbertson

STATE OF UTAH)
 :ss.
COUNTY OF DAVIS)

On the ____ day of _____, 20 __, personally appeared before me Scott C. Harbertson, who being duly sworn, did say that he is the Mayor of Farmington City, and that the foregoing instrument was signed in behalf of the City and said Scott C. Harbertson acknowledged to me that Farmington City executed the same.



STATION PARK
42 NORTH 650 WEST
FARMINGTON, UTAH 84025

PHONE 801.451.5993
FAX 801.451.7399
WWW.CENTERCAL.COM

June 25, 2012

Mayor Scott Harbertson
Members of the City Council
Farmington City
160 South Main
Farmington, Utah 84037

RE: Lot Line Adjustment – Station Park

Honorable Mayor and City Council,

Please see the attached exhibits outlining a requested lot line adjustment at Station Park. The proposed adjustment simply relocates the lot line between Lots 4 and 5 to the center of the streets separating various buildings. The change is necessary to immediately move forward with building permits on Buildings B & J. Thank you for your consideration.

Sincerely,

Craig Trottier
Vice President, Development

**PROPOSED LOT 4 (STATION PARK SUBDIVISION)
LOT LINE ADJUSTMENT**

That portion of the Northwest Quarter of Section 24, Township 3 North, Range 1 West, Salt Lake Base and Meridian, City of Farmington, County of Davis, State of Utah, being more particularly described as follows:

BEGINNING at the Southwest corner of Lot 4, Station Park Subdivision, according to the official plat thereof, recorded March 17, 2011 as Entry #2589654 at Book 5232 at Page 39 of the Davis County Records; thence North 00°38'44" East 213.22 feet along the West line of said Lot 4; thence North 00°38'44" East 259.02 feet along the West line of Lot 5, Station Park Subdivision, according to the official plat thereof; thence the following 7 (seven) courses along the new lot line and being a portion of said Lot 5 (1) East 157.99 feet (2) East 238.09 feet along the centerline of a private roadway (3) South 135.50 feet along the centerline of a private roadway (4) East 252.00 feet along the centerline of a private roadway (5) North 135.25 feet along the centerline of a private roadway (6) East 238.50 feet along the centerline of a private roadway (7) South 258.75 feet to the Northeast corner of said Lot 4; thence South 213.21 feet along the East line of said Lot 4; thence West 891.90 feet along the South line of said lot 4 to the **POINT OF BEGINNING**.

Contains 385,702 square feet, 8.854 acres

**PROPOSED LOT 5 (STATION PARK SUBDIVISION)
LOT LINE ADJUSTMENT**

That portion of the Northwest Quarter of Section 24, Township 3 North, Range 1 West, Salt Lake Base and Meridian, City of Farmington, County of Davis, State of Utah, being more particularly described as follows:

COMMENCING at the Southwest corner of Lot 5, Station Park Subdivision, according to the official plat thereof, recorded March 17, 2011 as Entry #2589654 at Book 5232 at Page 39 of the Davis County Records; thence North 00°38'44" East 259.02 feet along the West line of Lot 5 to the **POINT OF BEGINNING**; thence North 00°38'44" East 243.20 feet along the West line of said Lot 5; thence North 79°02'20" East 261.37 feet; thence North 80°56'22" East 7.96 feet to a point on a non-tangent curve; thence easterly 39.24 feet along the arc of a 149.50 foot radius curve to the right (chord bears North 85°48'43" East 39.13 feet) through a central angle of 15°02'19" to a point of reverse curvature; thence easterly 38.74 feet along the arc of a 150.50 foot radius curve to the left (chord bears North 85°57'24" East 38.64 feet) through a central angle of 14°44'58"; thence North 78°34'55" East 32.33 feet; thence easterly 33.55 feet along the arc of a 59.50 foot radius curve to the right (chord bears South 85°15'54" East 33.11 feet) through a central angle of 32°18'23"; thence South 69°06'42" East 58.82 feet; thence southeasterly 25.22 feet along the arc of a 49.50 foot radius curve to the right (chord bears South 54°30'48" East 24.95 feet) through a central angle of 29°11'48" to a point of compound curvature; thence southeasterly 35.69 feet along the arc of a 74.50 foot radius curve to the right, (chord bears South 26°11'26" East 35.35 feet) through a central angle of 27°26'56"; thence North 73°39'18" East 24.61 feet; thence South 72°55'01" East 21.04 feet to a point on a non-tangent curve; thence northeasterly 27.95 feet along the arc of a 74.50 foot radius curve to the right (chord bears North 23°56'44" East 27.78 feet) through a central angle of 21°29'33"; thence North 34°41'30" East 3.91 feet; thence northeasterly 30.13 feet along the arc of a 49.50 foot radius curve to the right (chord bears North 52°07'38" East 29.66 feet) through a central angle of 34°52'17" to a point of compound curvature; thence easterly 105.09 feet along the arc of a 174.50 foot radius curve to the right, (chord bears North 86°48'55" East 103.51 feet) through a central angle of 34°30'18"; thence South 75°55'56" East 142.17 feet; thence easterly 41.26 feet along the arc of a 222.50 foot radius curve to the left (chord bears South 81°14'39" East 41.20 feet) through a central angle of 10°37'26" to a point of reverse curvature; thence southeasterly 21.91 feet along the arc of a 14.50 foot radius curve to the right (chord bears South 43°16'41" East 19.88 feet) through a central angle of 86°33'22"; thence South 8.98 feet; thence South 09°10'52" East 62.73 feet; thence South 163.56 feet along the East line of said Lot 5; thence the following 6 (six) courses along the new lot line and being a portion of said Lot 5 (1) West 238.50 feet along the centerline of a private roadway (2) South 135.25 feet along the centerline of a private roadway (3) West 252.00 feet along the centerline of a private roadway (4) North 135.50 feet along the centerline of a private roadway (5) West 238.09 feet along the centerline of a private roadway (6) West 157.99 feet to the **POINT OF BEGINNING**.

Contains 277,683 square feet, 6.375 acres



A THIRTEEN LING AND STUTE IN THE NORTHEAST QUARTER OF SECTION 34,
TOWNSHIP 3 NORTH RANGE 1 WEST, HALF LATE BASE AND MERIDIAN,
PARKINGTON CITY, DAVIS COUNTY, UTAH

[illegible]

J.H. RANCHES, L.L.C.

[illegible]

1

P.SOMAS

1011 South Raritan Ave., Apt. 200
 Ball Lane City, Ohio 44125
 (216) 230-5517 (ext.) 210-276 (fax)

1



FARMINGTON CITY

SCOTT C. HARBERTSON
MAYOR

JOHN BILTON
NELSEN MICHAELSON
CORY R. RITZ
JIM TALBOT
JAMES YOUNG
CITY COUNCIL

DAVE MILLHEIM
CITY MANAGER

City Council Staff Report

To: Honorable Mayor and City Council

From: Dave Millheim, City Manager

Date: July 6, 2012

SUBJECT: **LEASE WITH US GOVERNMENT (FAA) FOR PARKING OF
ROAD GRADER TO SERVICE RADAR STATION**

RECOMMENDATION

Authorize the City Manager to execute lease no. DTFAWN-12-L-00112 with the Federal Aviation Administration.

BACKGROUND

This is a lease renewal with the US Government allowing for the parking of a road grader to service Farmington Canyon and the FAA Radar Station. The current lease is set to expire September 30th of this year. This new lease will run through September 30, 2017 and the City receives \$3,090 per year for allowing the grader to be parked on city property adjacent to our water tank.

Respectfully Submitted

Dave Millheim
City Manager

**One Hundred U.S. DEPARTMENT OF TRANSPORTATION
FEDERAL AVIATION ADMINISTRATION
LAND LEASE OFF AIRPORT**

Lease No: DTFAWN-12-L-00112

Farmington, Utah 84025

THIS LEASE is hereby entered into by Farmington City Corporation whose address is P.O. Box 160, Farmington, UT 84025 hereinafter referred to as the Lessor and the United States of America, herein after referred to as the Government. This lease shall become effective when it is fully executed by all parties. The terms and provisions of this lease, and the conditions herein, bind the Lessor and the Lessor's heirs, executors, administrators, successors, and assigns.

WITNESSETH: The parties hereto, for the consideration hereinafter mentioned covenant and agree as follows:

1. PREMISES (AUG-02):

The Lessor hereby leases to the Government, for the purpose of parking a road grader vehicle, an area within the property located at 688 North 100 East, Farmington, Utah which houses the fenced site of the City of Farmington's two million gallon water tank. This property is contained within parcel serial #07:015:0030 containing 24.415 acres, described as follows: A parcel of land located in the E 12.50 chains of the SE ¼ of Sec 18, T3N, R1E, SLM. Said property lies N of Rudd Creek. Less book 1789, p.127. hereinafter referred to as the premises:

A. PARKING AREA

The parking area shall be approximately 50' long x 30' wide, located west of the fenced water tank site, adjacent to the west embankment, as shown by the hatched rectangular area in Exhibit "A", which is attached hereto and made a part of this lease.

B. RIGHT-OF-WAY

The Government shall be allowed right-of-way through the access road and gate, and in, upon, over and across the water tank property to gain access to the leased parking area as follows:

1. Road and Gates

The Government shall have a right-of-way for ingress to and egress from the water tank property via the access road connecting said property to Farmington Canyon Road. The Government is authorized to install its lock on the existing City gate or on any other gate that is erected on the access road during the term of this lease that requires locks to limit ingress to and egress from the water tank property.

2. Water Tank Property

The Government shall have a right-of-way to enter, and cross, over, in and upon that part of the water tank property located to the west of the fenced water tank area (represented by grid area in Exhibit A), to access the parking area (represented by hatched area in Exhibit A).

C. Together with a right-of-way for ingress to and egress from the premises for Government employees, their agents and assigns, a right-of-way for establishing and maintaining a pole line or pole lines for extending electric power and/or telecommunication lines to the premises; and a right-of-way for subsurface power, communication and/or water lines to the premises; all rights-of-way to be over said lands and adjoining lands of the Lessor, and unless herein described otherwise, to be by routes reasonably determined to be the most convenient to the Government.

D. And the right of grading, conditioning, and installing drainage facilities, and seeding the soil of the premises, and the removal of all obstructions from the premises which may constitute a hindrance to the establishment and maintenance of Government facilities.

E. And the right to make alterations, attach fixtures, and erect additions, structures, or signs, in or upon the premises hereby leased, which alterations, fixtures, additions, structures or signs so placed in or upon, or attached to the said premises shall be and remain the property of the Government.

2. TERM (AUG-02):

To have and to hold, for the term commencing on October 1, 2012 and continuing through September 30, 2017 inclusive, PROVIDED, that adequate appropriations are available from year to year for the payment of rentals.

3. RENEWAL OPTIONS (JUL-07) N/A

4. DAY-TO-DAY LEASE EXTENSION (AUG-02):

The Government may continue to occupy the premises for not to exceed ninety (90) days after the end of the occupancy period covered by the basic lease term and any options that have been exercised. In such event, the rent shall accrue on a daily basis at the rate equal to one-thirtieth of the monthly rent of the last previously due monthly rent, until one of the following events occurs: (1) the 90 day period expires, (2) a new lease commences, (3) the Government acquires a fee simple interest in the property or, (4) the Government vacates the leased premises, whichever occurs first. The accrued rent computed on a daily basis shall be due and payable in arrears at the end of each month until the amount accrued by the end of the month has been fully paid.

☒ 5. CONSIDERATION (COST) (AUG-02):

The Government shall pay the Lessor rental for the premises in the amount of Three Thousand Ninety and no/100 Dollars (\$3,090.00) per year during the lease period. Payments shall be made in arrears at the end of each quarter (3-month periods ending December 31, March 31, June 30 and September 30) quarter in the amount of Seven Hundred Seventy-Two and 50/100 Dollars (\$772.50) without the submission of invoices or vouchers. The payments shall be made to: Farmington City Corporation, Attn: City Treasurer and sent to: P.O. Box 160, Farmington, UT 84025 or directly deposited in accordance with the Electronic Funds Transfer (EFT) Payment clause in this lease. Payments shall be considered paid on the day a check is dated or an electronic funds transfer is made.

6. CANCELLATION (AUG-02):

The Government may terminate this lease, in whole or in part, if the Real Estate Contracting Officer (RECO) determines that a termination is in the best interest of the Government. The RECO shall terminate by delivering to the Lessor a written notice specifying the effective date of the termination. The termination notice shall be delivered by registered mail return receipt requested and mailed at least 30 days before the effective termination date.

7. PAYMENT BY ELECTRONIC FUND TRANSFER (OCT-06):

A. Method of payment.

1. All payments by the Government under this contract will be made by electronic funds transfer (EFT), except as provided in paragraph (a) (2) or (a) (3) of this lease. As used in this clause, the term "EFT" refers to the funds transfer and may also include the payment information transfer. Payment information transfer refers to the payment information normally sent with a payment to assist the contractor in associating the payment to specific contracts.

2. In the event the Government is unable to release one or more payments by EFT, the Contractor agrees to either:

a. Accept payment by check or

b. Request the Government to extend the payment due date until such time as the Government can make payment by EFT (but see paragraph (d) of this clause).

3. In the event that the Contractor is granted a waiver from EFT under the exceptions as provided for in FAA AMS Section T3.3.1.A-7, the Government payments will be made by check. A waiver from EFT is not permanent, and the Contractor must register for EFT when the circumstances that justified the waiver change.

B. Contractor's EFT information. The Government will make payment to the Contractor using the EFT information contained in the Central Contractor Registration (CCR) database. In the event that the EFT information changes, the Contractor will be responsible for providing the updated information to the CCR database (Reference Clause, "Central Contractor Registration - Real Property"). If the Contractor is granted

an exemption from CCR, the contractor will follow the requirements of alternate clause "Contractor Payment Information - Non-CCR".

C. Mechanisms for EFT payment. The Government may make payment by EFT through either the Automated Clearing House (ACH) network, subject to the rules of the National Automated Clearing House Association, or the Fed wire Transfer System. The rules governing Federal payments through the ACH are contained in 31 CFR Part 210.

D. Suspension of payment. If the Contractor's EFT information in the CCR database is incorrect, then the Government is not required to make payments to the Contractor under this contract until correct EFT information is entered into the CCR database, and any invoice or contract financing request submitted during this period of noncompliance will be deemed not to be a proper invoice for the purpose of prompt payment under this contract. In such instances, the late interest payment terms of the contract regarding notice of an improper invoice and delays in accrual of interest penalties apply.

E. Liability for incomplete or erroneous transfers.

1. If an incomplete or erroneous transfer occurs because the Government used the Contractor's EFT information incorrectly, the Government remains responsible for,

- (i) Making a correct payment;
- (ii) Paying any late payment penalty due; and
- (iii) Recovering any erroneously directed funds.

2. If an incomplete or erroneous transfer occurs because the Contractor's EFT information was incorrect, or was revised within 30 days of Government release of the EFT payment transaction instruction to the Federal Reserve System, and,

- (i) If the funds are no longer under the control of the payment office, the Government is deemed to have made payment and the Contractor is responsible for recovery of any erroneously directed funds; or
- (ii) If the funds remain under the control of the payment office, the Government will make payment under the provisions of paragraph (d) "Suspension of Payment".

F. EFT and payment terms. A payment will be deemed to have been made in a timely manner in accordance with the payment terms of this contract if, in the EFT payment transaction instruction released to the Federal Reserve System, the date specified for settlement of the payment is on or before the payment due date, provided the specified payment date is a valid date under the rules of the Federal Reserve System.

G. EFT and assignment of claims. If the Contractor assigns the proceeds of this contract, as provided for in the assignment of claims terms of this contract, the Contractor will require that the assignee register separately in the CCR database and that the assignee agree that payments will be made by EFT in accordance with the terms of this clause. The requirements of this clause will apply to the assignee as if it were the Contractor. EFT information that shows the ultimate recipient of the transfer to be other than the Contractor or the CCR registered assignee is incorrect EFT information within the meaning of paragraph (d) "Suspension of Payment" clause.

H. EFT and Change of Name or Ownership Changes. If the Contractor transfers ownership of the property under lease or changes its business name, it will follow the requirements of section (g) of clause, "Central Contractor Registration - Real Property".

I. Liability for change of EFT information by financial agent. The Government is not liable for errors resulting from changes to EFT information made by the Contractor's financial agent.

J. Payment information. The accounting office will forward to the Contractor available payment information that is suitable for transmission as of the date of release of the EFT instruction to the Federal Reserve System. The Government may request the Contractor to designate a desired format and method(s) for delivery of payment information from a list of formats and methods the payment office is capable of executing. However, the Government does not guarantee that any particular format or method of delivery is available at any particular payment office and retains the latitude to use the format and delivery method most convenient to the Government. The Contractor can obtain detailed payment information by registering for the US Treasury Internet Payment Platform (IPP) system. This can be done on the internet by logging onto the website: <https://www.ipp.gov>. (NOTE: If this link does not work for any reason, the internet address may be pasted into your web browser to go to the site) If the Government makes payment by check in accordance with paragraph (a) of this clause, the Government will mail the payment information to the remittance address contained in the contract and CCR database.

8A.CENTRAL CONTRACTOR REGISTRATION - REAL PROPERTY. (OCT-06) - DELETE Note: Delete 8A, 8B, & 8C if you use 8D. "CONTRACTOR PAYMENT INFORMATION - NON-CCR (OCT-06)

8B.CONTRACTOR IDENTIFICATION NUMBER - DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER - REAL PROPERTY (OCT 2006) - DELETE

8C. CERTIFICATION OF REGISTRATION IN CENTRAL CONTRACTOR REGISTRATION (CCR) (Oct-06) - DELETE

8D. CONTRACTOR PAYMENT INFORMATION - NON-CCR (OCT-06) Delete if you utilize CCR clauses 8A, 8B & 8C above.

1. The Central Contractor Registration system the FAA's required method to receive vendor information. However you have been granted an exception to CCR and therefore must provide your initial payment information and any future changes to your payment information to the Real Estate Contracting Officer on a completed and signed "Vendor Miscellaneous Payment Information" form, together with any other required notice under this contract.

2. The Contractor is responsible to maintain correct payment information with the FAA, and for any liability that may result from the Government's reliance on incomplete

or inaccurate information provided by the contractor. Failure to provide accurate information or adequate notice of changes to vendor payment information can result in a determination of "incorrect information" as defined in paragraph d. "Suspension of Payment" of clause "Payment by Electronic Fund Transfer - Real Property".

9. INTEREST FOR LATE PAYMENTS (AUG-02):

An interest penalty will be paid by the Government, if requested from the Lessor, if payment is not made within 45 days of the due date.

Payment shall be considered as being made on the day a check is dated or an electronic funds transfer is made. All days referred to in this clause are calendar days, unless otherwise specified. Rent shall be paid quarterly in arrears and will be due on the 10th of the following month.

The interest penalty shall be at the rate established by the Secretary of the Treasury under Section 12 of the Contract Disputes Act of 1978 (41 U.S.C. 611) that is in effect on the day after the due date. This rate is referred to as the "Renegotiation Board Interest Rate," and it is published in the Federal Register semiannually on or about January 1 and July 1. Interest penalties of less than \$1.00 shall not be paid.

Interest penalties will not be paid on delays due to disagreement between the Government and Lessor over the payment amount, requests for additional information or other issues involving contract compliance or on amounts temporally withheld or retained in accordance with the terms of the contract.

10. QUIET ENJOYMENT (OCT-96):

The Lessor warrants that they have good and valid title to the premises, and rights of ingress and egress, and warrants and covenants to defend the Government's use and enjoyment of said premises against third party claims.

11. NOTIFICATION OF CHANGE IN LAND TITLE (AUG-02):

If the Lessor sells or otherwise conveys to another party or parties any interest in the aforesaid land, rights of way thereto, and any areas affecting said demised premises, they shall notify the Government, in writing, of any such transfer or conveyance affecting the demised premises within 30 calendar days after completion of the "change in property rights". Concurrent with the written notification, the Lessor shall provide the Government copies of the legal document(s) (acceptable to local authorities) for transferring and or conveying the property rights.

12. SUBORDINATION, NONDISTURBANCE AND ATTORNMENT (OCT-96):

The Government agrees, in consideration of the warranties herein expressed, that this lease is subject and subordinate to any and all recorded deeds of trust, mortgages, and other security instruments now or hereafter imposed upon the premises, so long as such subordination shall not interfere with any right of the Government under this lease. It is mutually agreed that this subordination shall be self operative and that no further instrument shall be required to effect said subordination.

In the event of any sale of the premises, or any portion thereof, or any such transfer of ownership, by foreclosure of the lien of any such security instrument, or deed provided in

lieu of foreclosure, the Government will be deemed to have attorned to any purchaser, successor, assigns, or transferee. The succeeding owner will be deemed to have assumed all rights and obligations of the Lessor under this lease, establishing direct privity of estate and contract between the Government and said purchasers/transferees, with the same force, effect and relative priority in time and right as if the lease had initially been entered into between such purchasers or transferees and the Government; provided that such transferees shall promptly provide, following such sale or transfer, appropriate documentation deemed necessary by the Real Estate Contracting Officer, and shall promptly execute any instrument, or other writings, as shall be deemed necessary to document the change in ownership.

13. NOTICES (OCT-96):

All notices/correspondence shall be in writing, reference the lease number, and be addressed as follows:

TO LESSOR:

Dave Millheim, City Manager
P.O. Box 160
Farmington, UT 84025
Tel: (801) 931-9203

TO GOVERNMENT:

Federal Aviation Administration
DTFAWN-12-L-00112
Real Estate & Utilities Group, ANM-53
1601 Lind Avenue S.W.
Renton, WA 98057-3356
Tel: (425) 227-2849

14. CONTRACT DISPUTES (Nov. 03)

A. All contract disputes and arising under or related to this lease contract shall be resolved through the Federal Aviation Administration (FAA) dispute resolution system at the Office of Dispute Resolution for Acquisition (ODRA) and shall be governed by the procedures set forth in 14 C.F.R. Parts 14 and 17, which are hereby incorporated by reference. Judicial review, where available, will be in accordance with 49 U.S.C. 46110 and shall apply only to final agency decisions. A Lessor may seek review of a final FAA decision only after its administrative remedies have been exhausted.

B. All Contract Disputes shall be in writing and shall be filed at the following address:

Office of Dispute Resolution for Acquisition, AGC-70,
Federal Aviation Administration,
800 Independence Ave., S.W.,
Room 323,
Washington, DC 20591
Telephone: (202) 267-3290.

Facsimile: (202) 267-3720; or

C. A contract dispute against the FAA shall be filed with the ODRA within two (2) years of the accrual of the lease contract claim involved. A contract dispute is considered to be filed on the date it is received by the ODRA.

D. The full text of the Contract Disputes clause is incorporated by reference. Upon request the full text will be provided by the RECO.

15. PROTEST (Nov. 03)

A. Protests concerning Federal Aviation Administration Screening Information Requests (SIRs) or awards of lease contracts shall be resolved through the Federal Aviation Administration (FAA) dispute resolution system at the Office of Dispute Resolution for Acquisition (ODRA) and shall be governed by the procedures set forth in 14 C.F.R. Parts 14 and 17, which are hereby incorporated by reference. Judicial review, where available, will be in accordance with 49 U.S.C. 46110 and shall apply only to final agency decisions. A protestor may seek review of a final FAA decision only after its administrative remedies have been exhausted.

B. Offerors initially should attempt to resolve any issues concerning potential protests with the Real Estate Contracting Officer.

C. Protests shall be in writing and shall be filed at:
Office of Dispute Resolution for Acquisition, AGC-70,
Federal Aviation Administration,
800 Independence Ave., S.W.,
Room 323,
Washington, DC 20591
Telephone: (202) 267-3290.
Facsimile: (202) 267-3720

D. At the same time as filing the protest with the ODRA, the protestor shall serve a copy of the protest on the Real Estate Contracting Officer (RECO).

E. A protest is considered to be filed on the date it is received by the ODRA and shall be filed:

(i) Not later than seven (7) business days after the date the protester knew or should have known of the grounds for the protest; or

(ii) If the protester has requested a post-award debriefing from the RECO, not later than five (5) business days after the date on which the RECO holds that debriefing.

F. The full text of the Protest clause is incorporated by reference. Upon request the full text will be provided by the RECO.

16. ANTI-KICKBACK (OCT-96):

The Anti-Kickback Act of 1986 (41 U.S.C. 51-58) (the Act), prohibits any person from

A. Providing or attempting to provide or offering to provide any kickback;

B. Soliciting, accepting, or attempting to accept any kickback; or

C. Including, directly or indirectly, the amount of any kickback in the contract price charged by a prime Contractor to the United States Government or in the contract price charged by a subcontractor to a prime contractor or higher tier subcontractor.

17. ASSIGNMENT OF CLAIMS (OCT-96):

Pursuant to the Assignment of Claims Act, as amended, 31 USC 3727, 41 USC 15, the Lessor may assign his rights to be paid under this lease.

18. COVENANT AGAINST CONTINGENT FEES (AUG-02):

The Lessor warrants that no person or agency has been employed or retained to solicit or obtain this contract upon an agreement or understanding for a contingent fee, except a bona fide employee or agency. For breach or violation of this warranty, the Government shall have the right to annul this contract without liability or, in its discretion, to deduct from the contract price or consideration, or otherwise recover the full amount of the contingent fee.

19. OFFICIALS NOT TO BENEFIT (OCT-96):

No member of or delegate to Congress, or resident commissioner, shall be admitted to any share or part of this contract, or to any benefit arising from it. However, this clause does not apply to this contract to the extent that this contract is made with a corporation for the corporation's general benefit.

20. NON-RESTORATION (OCT-96):

It is hereby agreed between the parties, that upon termination of its occupancy (due to termination or expiration of the lease), the Government shall have no obligation to restore and/or rehabilitate, either wholly or partially, the property which is the subject matter of this lease. It is further agreed that the Government may abandon in place any or all of the structures and equipment installed in or located upon said property by the Government during its tenure. Such abandoned equipment shall become the property of the Lessor.

21. EXAMINATION OF RECORDS (AUG-02):

The Comptroller General of the United States, the Administrator of FAA or a duly authorized representative from either shall, until 3 years after final payment under this contract have access to and the right to examine any of the Lessor's directly pertinent books, documents, paper, or other records involving transactions related to this contract.

22. LEASE SUCCESSION (AUG-02): This lease supersedes Lease No. DTFANM-07-L-00050 and all other previous agreements between the parties for the leased property described in this document.

23. SIGNATURE BLOCK:

IN WITNESS WHEREOF, the parties hereto have signed their names:

LESSOR:

(Signature)

(Name - Print) _____ Date _____

(Official Title)

UNITED STATES OF AMERICA:

(Signature) _____ Date _____

(Name - Print)

(Official Title)

ATTESTED:

By _____

Name (print) _____

Title _____

CORPORATE CERTIFICATION

I, _____, certify that I am the _____
(CERTIFYING OFFICIAL NAME) (TITLE OF CERTIFYING OFFICIAL)

of the corporation named in Lease DTFAWN-12-L-00112; that _____

_____ who signed said lease on behalf of the
(CERTIFYING OFFICIAL)

corporation was then _____ of said corporation;
(CERTIFYING OFFICIAL TITLE)

that said lease was duly signed for and on behalf of said corporation

by authority of its governing body, and is within the scope of its corporate powers.

Done this _____ day of _____, 20__.

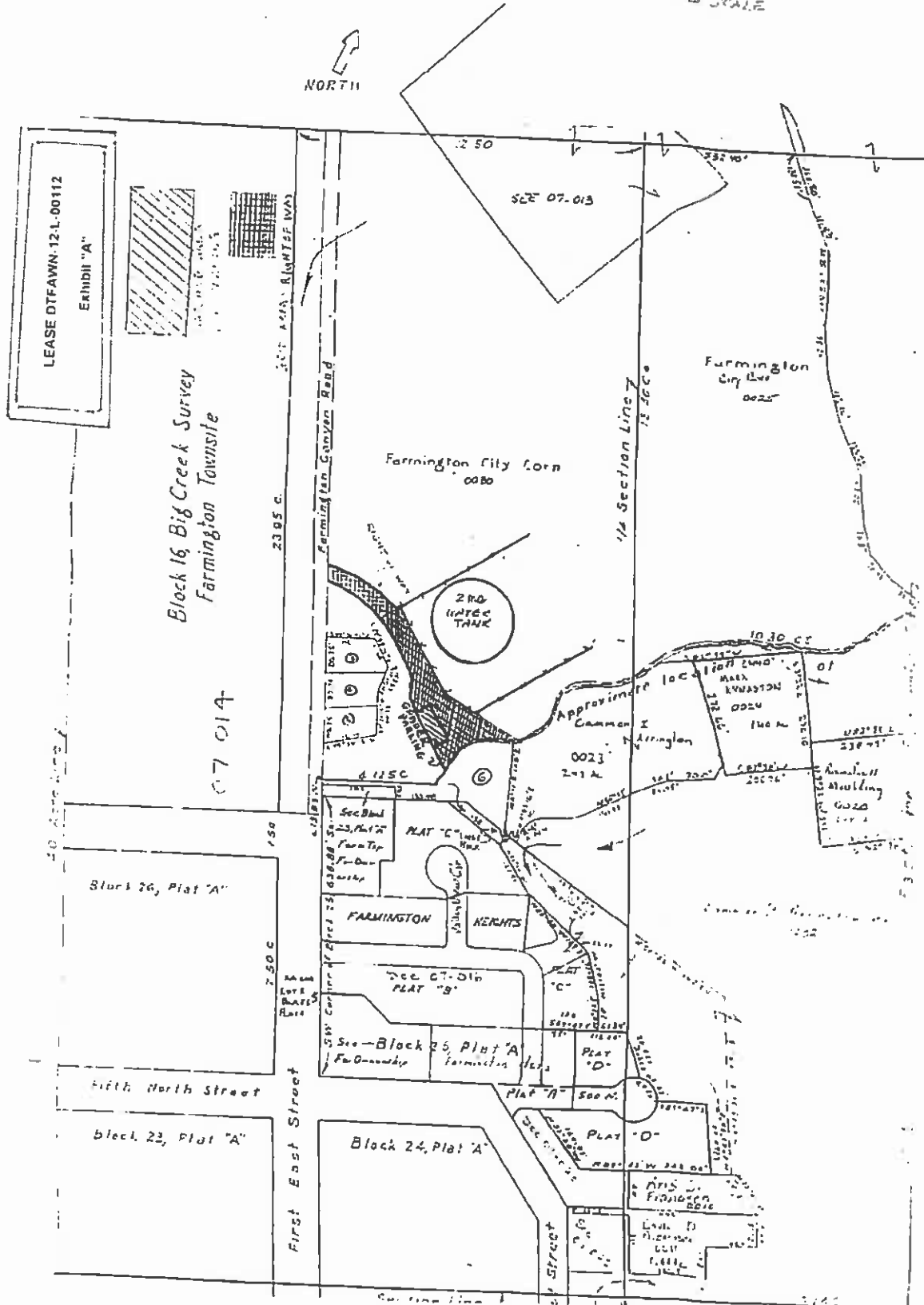
(SEAL)

By: _____
(CERTIFYING OFFICIAL)

Title: _____

W1/2 of SE1/4
E1/2 of SW1/4 SECTION 18 TP 3N R 1E
Salt Lake Meridian

SCALE: DRAWING NOT TO SCALE





FARMINGTON CITY

SCOTT C. HARBERTSON
MAYOR

JOHN BILTON
NELSEN MICHAELSON
CORY R. RITZ
JIM TALBOT
JAMES YOUNG
CITY COUNCIL

DAVE MILLHEIM
CITY MANAGER

City Council Staff Report

To: Honorable Mayor and City Council

From: Dave Millheim, City Manager

Date: July 6, 2012

SUBJECT: **VERIZON CELL TOWER – FIRST AMENDMENT TO LEASE AGREEMENT DATED OCTOBER 7, 2011**

RECOMMENDATION

Authorize the Mayor to sign the attached First Amendment to Land Lease Agreement between Verizon Wireless and Farmington City dated October 7, 2011. This approval is granted with three conditions as follows:

1. The lease amendment will not be executed by the City until Verizon commences construction.
2. Lease Rent payments will remain current and timely per the Lease requirements.
3. Approval will lapse if Construction does not commence by the terms set forth in the original lease agreement.

BACKGROUND

As part of Verizon's recent lease amendment, the Planning Commission recommended that landscaping be added to the site plan. Attached is an email stream related to this subject. As you will see in that stream, staff was reluctant to take forward a lease amendment request until Verizon was current on the lease payments. Upon receiving that suggestion, Verizon immediately sent a check for \$18,331.37. We have also received the amended site plan drawings showing the landscaping area and a building permit will shortly be issued. One item of note is the City is providing the minimal water required for the landscaping since this is city property. We also wanted to avoid the costs and impacts to the asphalt area caused by bringing a new line from the street (street highway) across the parking lot to the site. We felt the costs far outweighed the impacts.

Respectfully Submitted

Dave Millheim
City Manager

Site Name: **SAL DTFARMINGTON**

FIRST AMENDMENT
TO LAND LEASE AGREEMENT

This FIRST AMENDMENT TO LAND LEASE AGREEMENT ("Amendment") is made this _____ day of _____, 201____, by and between Farmington City, a Municipal Corporation, ("Lessor") and Verizon Wireless (VAW) LLC d/b/a Verizon Wireless ("Lessee").

RECITALS

A. This Amendment pertains to that certain Land Lease Agreement dated October 7, 2011, together with all exhibits, amendments and addenda thereto (collectively, the "Agreement") for the lease of certain premises ("Premises") located at 286 South 200 East, Farmington, County of Davis, State of Utah, on property ("Property") legally described as set forth on Exhibit "A" to the Agreement, and attached hereto as Exhibit "A" and made a part hereof.

B. The parties desire to amend the Agreement to increase the size of Lessee's Premises.

NOW, THEREFORE, in consideration of the foregoing and mutual covenants herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed as follows:

AGREEMENT

1. Recitals. The foregoing recitals are incorporated herewith as if fully set forth herein.

2. Premises. The Agreement is hereby amended to allow Lessee to expand the size of its Premises to 948 square feet for the installation of landscape planting beds around the exterior of the communication facility fencing, as depicted on Exhibit A attached hereto and incorporated herein. Exhibit A to the Agreement is hereby deleted and replaced with Exhibit A attached hereto. Lessor shall allow Lessee to "tie into" Lessor's existing irrigation system at the Premises and Lessor shall be responsible for the irrigation of the new landscaping. Lessee shall be responsible for maintenance of new plants and shall replace plants should they die.

3. Full Force and Effect. Except as expressly amended herein the Agreement is unmodified and remains in full force and effect. In the event of a conflict between the terms of the Agreement and this Amendment, the terms of this Amendment shall be controlling. In addition, except as otherwise stated in this Amendment, all initially capitalized terms will have the same respective defined meaning stated in the Agreement. All captions are for reference purposes only and shall not be used in the construction or interpretation of this Amendment.

LESSOR: Farmington City, a Municipal Corporation

By: _____
Name: _____
Title: _____
Date: _____

LESSEE: Verizon Wireless (VAW) LLC d/b/a Verizon Wireless

By: _____
Walter L. Jones, Jr.
Area Vice President Network
Date: _____

LESSOR ACKNOWLEDGEMENT

STATE OF)
) ss.
COUNTY OF)

On this ____ day of _____, 201__, before me, a Notary Public in and for the State of _____, personally appeared _____, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person who executed this instrument, on oath stated that He/She was authorized to execute the instrument, and acknowledged it as the _____ of Farmington City, a Municipal Corporation, to be the free and voluntary act and deed of said party for the uses and purposes mentioned in the instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year first above written.

NOTARY PUBLIC in and for the State of _____,
residing at _____
My appointment expires _____
Print Name _____

LESSEE ACKNOWLEDGMENT

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California)
) ss.
County of Orange)

On _____ before me, _____, Notary Public,
personally appeared Walter L. Jones, Jr.,
who proved to me on the basis of satisfactory evidence to be the person whose name is
subscribed to the within instrument and acknowledged to me that he executed the same in his
authorized capacity, and that by his signature on the instrument the person, or the entity upon
behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the
foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature of Notary Public

Place Notary Seal Above

EXHIBIT "A"
1 of 3
LEGAL DESCRIPTION

Beginning at a point on the West side of the State Highway 330.7 feet South of the Northeast corner of Block 11, Big Creek Plat, Farmington Townsite Survey, in Section 19, Township 3 North, Range 1 East, Salt Lake Meridian, and running thence West 345 feet, thence South 140 feet, thence South 70°55' East 214 feet, thence East 142.5 feet to the West side of said Highway, thence North along the West side of said Highway 210 feet, more or less, to the point of beginning.

ALSO: Beginning at a point on the West side of Utah State Highway 91 at a point 540.7 feet South from the Northeast corner of Block 11, Big Creek Plat, Farmington Townsite Survey, in Section 19, Township 3 North, Range 1 East, Salt Lake Meridian, in Davis County Utah, thence West 142.5 feet, thence North 70°55' West 214 feet, thence North 140 feet, thence West 116 feet, thence South 91 feet, thence South 67°05'04" West 675.39 feet (South 66°10' West 677 feet deed) along the general course of the old creek bed and willow hedge, thence South 4°30' East 62.6 feet, thence East 1077.88 feet to the West side of said State Highway, thence North 206.3 feet along the West side of said State Highway to the point of beginning.

EXHIBIT "A"
2 of 3
DESCRIPTION OF PREMISES

VERIZON WIRELESS LEASE SITE DESCRIPTION:

LOCATED IN THE SOUTHWEST QUARTER OF SECTION 19, TOWNSHIP 3 NORTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN, DAVIS COUNTY, STATE OF UTAH, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT LOCATED SOUTH 09°35'34" WEST 1800.04 FEET FROM THE CENTERLINE MONUMENT LOCATED AT THE INTERSECTION OF STATE STREET AND 200 EAST (STATE HIGHWAY 106), BASIS OF BEARING BEING MEASURED BETWEEN THE AFOREMENTIONED MONUMENT AND THE MONUMENT LOCATED AT THE INTERSECTION OF 100 NORTH AND 100 EAST STREETS WITH A MEASURED BEARING OF SOUTH 45°19'30" EAST 854.15 FEET, AND RUNNING THENCE SOUTH 18°09'42" WEST 25.67 FEET; THENCE NORTH 71°50'18" WEST 32.00 FEET; THENCE SOUTH 18°09'42" EAST 15.75 FEET; THENCE SOUTH 71°50'18" EAST 15.00 FEET; THENCE NORTH 18°09'42" EAST 9.92 FEET; THENCE SOUTH 71°50'18" EAST 17.00 FEET TO THE POINT OF BEGINNING.

CONTAINS: 673 SQ. FT. OR 0.015 ACRES, MORE OR LESS, (AS DESCRIBED).

VERIZON WIRELESS ACCESS EASEMENT DESCRIPTION:

A 12 FOOT WIDE ACCESS EASEMENT FOR THE PURPOSE OF INGRESS AND EGRESS BEING 6 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

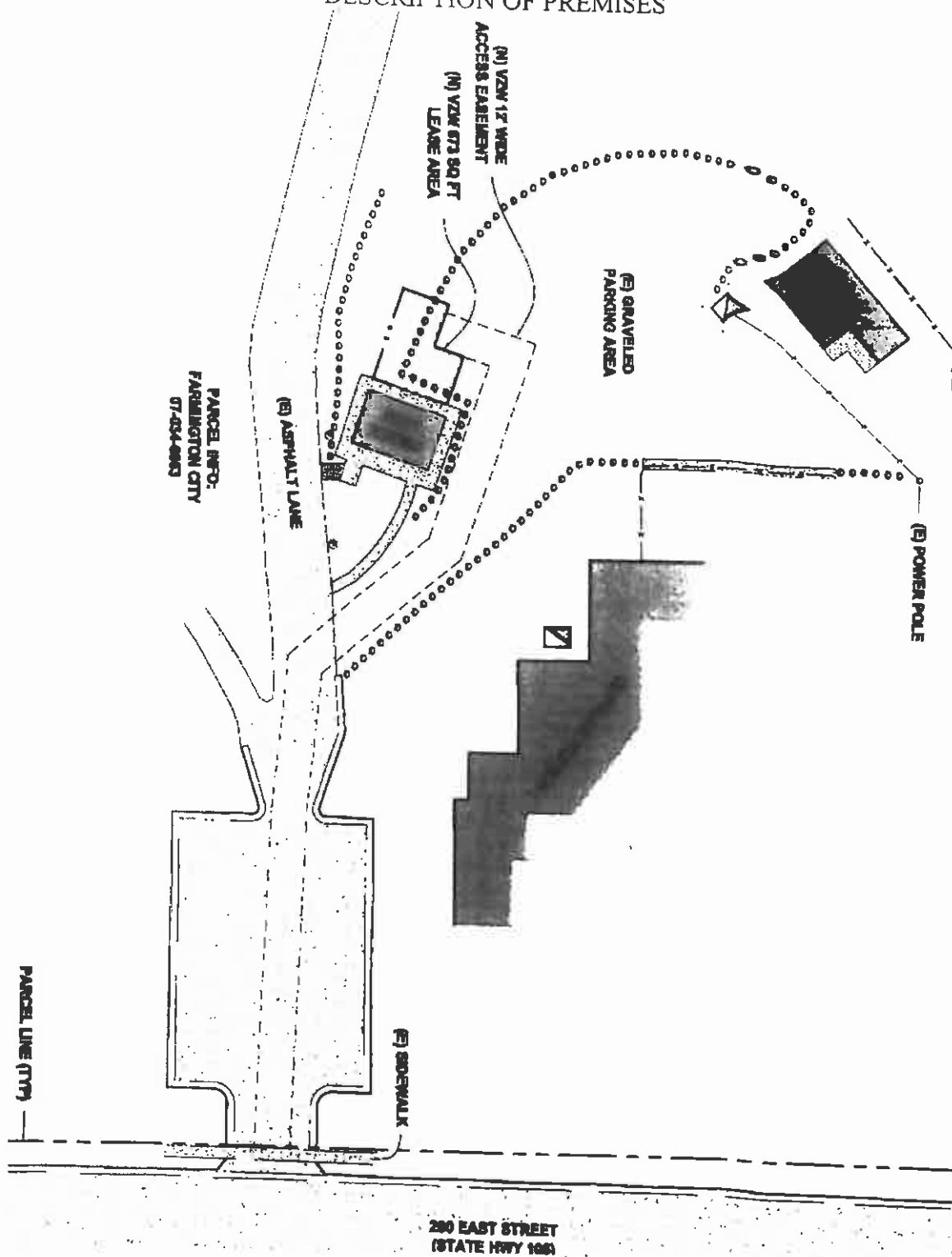
BEGINNING AT A POINT LOCATED SOUTH 10°21'39" WEST 1806.59 FEET FROM THE CENTERLINE MONUMENT LOCATED AT THE INTERSECTION OF STATE STREET AND 200 EAST (STATE HIGHWAY 106), BASIS OF BEARING BEING MEASURED BETWEEN THE AFOREMENTIONED MONUMENT AND THE MONUMENT LOCATED AT THE INTERSECTION OF 100 NORTH AND 100 EAST STREETS WITH A MEASURED BEARING OF SOUTH 45°19'30" EAST 854.15 FEET, AND RUNNING THENCE NORTH 18°09'42" EAST 24.53 FEET; THENCE SOUTH 71°50'18" EAST 68.99 FEET; THENCE SOUTH 40°37'56" EAST 60.99 FEET; THENCE SOUTH 83°58'43" EAST 48.58 FEET; THENCE SOUTH 87°24'54" EAST 113.00 FEET, MORE OR LESS TO EAST LINE OF PARCEL 07-034-0063 AND TERMINATING.

CONTAINS: 0.087 ACRES, MORE OR LESS, (AS DESCRIBED).

EXHIBIT "A"

3 of 3

DESCRIPTION OF PREMISES



Zimbra

dmillheim@farmington.utah.gov

Fwd: SAL DT Farmington -

From : Dave Millheim <dmillheim@farmington.utah.gov> Thu, May 31, 2012 01:28 PM
Subject : Fwd: SAL DT Farmington -

To : Lisa Romney <lromney@mhlaw.net>, Scott
Harbertson <sharbertson@thb-inc.com>

Sometimes an intelligent argument yields a desired result. Lisa -- Thanks for the good advice.

Dave

----- Forwarded Message -----

From: "Candi Miller" <Candi.Miller@VerizonWireless.com>
To: "Dave Millheim" <dmillheim@farmington.utah.gov>, "Douglas Kofford" <douglas.kofford@taec.net>
Cc: "Lisa Romney" <lromney@mhlaw.net>, "Jay Sample" <jay.sample@taec.net>, "Scott Harbertson" <sharbertson@thb-inc.com>
Sent: Thursday, May 31, 2012 11:06:30 AM
Subject: RE: SAL DT Farmington -

Dave, the rent payments will be commenced. I have initiated that request. Sorry for the delay but we were working off the interpretation of "Approved Facility Drawings" that we received in an email from Dave Peterson, Community Development Director. Since this language was not Verizon's language we relied on the City to explain which approved drawings would be the "Approved Facility Drawings". Now that we have that cleared up, the rent will be paid and brought current within the next couple of weeks.

Doug: per Verizon's legal, if Verizon is to own and maintain the landscaping, then the landscaping should be included in Verizon's lease area; however, we can wait to process an amendment as Dave suggests once the rent payments have been received.

Thanks for all your efforts.

Candi Miller
Verizon Wireless
Mountain Region Network Real Estate
9656 S. Prosperity Rd, West Jordan, UT 84081
801.260.8710 Desk 801-280-3333 Fax

-----Original Message-----

From: Dave Millheim [mailto:dmillheim@farmington.utah.gov]
Sent: Thursday, May 31, 2012 10:46 AM
To: Douglas Kofford
Cc: Lisa Romney; Miller, Candi; Jay Sample; Scott Harbertson
Subject: Re: SAL DT Farmington -

Doug, I think it a huge mistake to go for a lease amendment at this time. The original lease was difficult to get through the City Council with the on and off nature of Verizon's efforts.

When you couple that with we have not seen much performance from Verizon since the original push last year nor have they commenced rent payments which I reminded them about in the letter a few weeks ago, I think Verizon takes great negative risk is asking for a lease amendment at this time. They have a firm date they must commence construction by in September or the lease dies. We should all work to avoid that happening. I might feel different about the lease amendment request if they actually started the rent payments back to when they got the plans approved. I know the Council will bring this up in a potentially negative way which I think would be in Verizon's best interests to avoid.

Dave Millheim
City Manager

----- Original Message -----

From: "Douglas Kofford" <douglas.kofford@taec.net>
To: "Dave Millheim" <dmillheim@farmington.utah.gov>
Cc: "Lisa Romney" <lromney@mhlaw.net>, "Candi Miller" <Candi.Miller@VerizonWireless.com>, "Jay Sample" <jay.sample@taec.net>
Sent: Wednesday, May 30, 2012 1:56:12 PM
Subject: RE: SAL DT Farmington -

Dave, Lisa

The landscape requirement and landscape area were added to the drawings after completion of the lease. Verizon is requesting an amendment to the lease to encompass this area. This amendment will include a revised site exhibit, language pertaining to permission to tie into the existing irrigation system, and that Verizon Wireless will be responsible for maintenance of the required plantings. I believe that this was the extent of changes. Please let me know if there are things that I missed.

I will submit the required Verizon documents to them for preparation of the amendment. I will send a soft copy draft to both of you for review and comment prior to having final docs prepared and sent.

Doug Kofford
Cell: 425. 306-7886
FAX: 801. 562 - 0661

doug.kofford@taec.net

*** PLEASE NOTE NEW EMAIL ADDRESS***

9847 South 500 West
Sandy, UT 84070

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-----Original Message-----

From: Dave Millheim [mailto:dmillheim@farmington.utah.gov]
Sent: Friday, May 25, 2012 2:03 PM
To: Kofford, Douglas
Cc: Lisa Romney
Subject: Re: SAL DT Farmington -

Doug, the City Attorney caught a mistake I made on the email I just sent (See below).
Would you make sure this gets to the proper folks at Verizon.

Thank You

Dave Millheim
City Manager

----- Original Message -----

From: "Douglas Kofford" <douglas.kofford@taec.net>
To: "Dave Millheim" <dmillheim@farmington.utah.gov>
Cc: "Candi Miller" <Candi.Miller@VerizonWireless.com>, "Jay Sample" <jay.sample@taec.net>, "Lisa Romney" <lromney@mhlaw.net>, "Scott Harbertson" <scottharbo@msn.com>, "Dave Petersen" <dpetersen@farmington.utah.gov>
Sent: Friday, May 25, 2012 1:24:09 PM
Subject: RE: SAL DT Farmington -

Thanks Dave. I appreciate the response.

Doug Kofford
Cell: 425. 306-7886
FAX: 801. 562 - 0661

doug.kofford@taec.net

*** PLEASE NOTE NEW EMAIL ADDRESS***

9847 South 500 West
Sandy, UT 84070

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-----Original Message-----

From: Dave Millheim [mailto:dmillheim@farmington.utah.gov]

Sent: Friday, May 25, 2012 1:23 PM

To: Kofford, Douglas

Cc: Candi Miller; Sample, Jay; Lisa Romney; Harbertson, Scott; Dave Petersen

Subject: Re: SAL DT Farmington -

Doug, per your email below, I checked on a few things with the City Attorney. Neither Dave Peterson nor myself have the authority to agree to something contradicting the language in the lease agreement which was approved by the City Council last year. I regret the miscommunication below as I do not believe Dave Peterson had the lease agreement in front of him when he was just attempting to answer what he thought was a simple procedural question.

Regardless of that point and what Verizon thought they were operating under, the lease is the controlling document (not an email taken out of context). The lease is very specific that if construction does not commence within twelve months of when the approved Facility Drawings are approved, the City will terminate the lease. That deadline is September 15, 2012. Hence the reason I was giving Verizon the courtesy of the "head's up" letter I sent a few days ago. I will not be taking this back to the City Council for an extension if there is not some sort of significance performance from Verizon in a timely manner for all the issues raised in the recent letter. Please do what you can to light a fire under those that need to be motivated as I would hate to think that both parties went through this process and just wasted time and effort.

Hopefully things can get moving very soon.

Dave Millheim
City Manager

----- Original Message -----

From: "Douglas Kofford" <douglas.kofford@taec.net>

To: "Dave Millheim" <dmillheim@farmington.utah.gov>

Cc: "Candi Miller" <Candi.Miller@VerizonWireless.com>, "Jay Sample" <jay.sample@taec.net>

Sent: Tuesday, May 22, 2012 4:16:36 PM

Subject: SAL DT Farmington -

Dave

Question: The attached email from Dave Peterson, Community Development Director, says that "Regarding when the "Approved Facility Drawings are approved", yes, you are correct in your preferred interpretation. It is when the building permit is issued." Verizon has been operating on the understanding of this email. Was Mr. Peterson incorrect or has something changed?

Doug Kofford
Cell: 425. 306-7886
FAX: 801. 562 - 0661

doug.kofford@taec.net

*** PLEASE NOTE NEW EMAIL ADDRESS***

9847 South 500 West
Sandy, UT 84070

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-----Original Message-----

From: Dave Millheim [mailto:dmillheim@farmington.utah.gov]

Sent: Tuesday, May 22, 2012 3:29 PM

To: Kofford, Douglas

Subject: Re: my email address

FYI -- See attached. Per your question, we will allow Verizon to tie into the City Water line in the immediate area for the purposes of watering the landscaping related to the future cell tower at the Police Station. Verizon will be responsible for the installation costs and maintenance of that line. We will not charge you a monthly water bill since it is for a lease site on city property. This is a concession from the City. We will NOT maintain the landscaping as that would be a gift of public funds to a private party.

Please have the Verizon construction people contact Larry Famuliner, our Water Supervisor at the above email to coordinate that tie in when ready to do so.

Dave Millheim
City Manager
801-451-2383

----- Original Message -----

From: "Douglas Kofford" <douglas.kofford@taec.net>

To: "Dave Millheim" <dmillheim@farmington.utah.gov>

Sent: Tuesday, May 22, 2012 2:49:10 PM

Subject: my email address

Doug Kofford

Cell: 425. 306-7886

FAX: 801. 562 - 0661

doug.kofford@taec.net *** PLEASE NOTE NEW EMAIL ADDRESS***

Technology_Associates_Logo_300dpi.jpg

9847 South 500 West

Sandy, UT 84070

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FARMINGTON CITY

SCOTT C. HARBERTSON
MAYOR

JOHN BILTON
NELSEN MICHAELSON
CORY R. RITZ
JIM TALBOT
JAMES YOUNG
CITY COUNCIL

DAVE MILLHEIM
CITY MANAGER

City Council Staff Report

To: Honorable Mayor and City Council

From: David E. Petersen, Community Development Director

Date: July 9, 2011

SUBJECT: **TEMPORARY ZONING REGULATION TERMINATION**

RECOMMENDATION

Approve the enclosed Ordinance ending the temporary zoning regulations enacted by the City Council on May 1, 2012.

BACKGROUND

The temporary zoning regulations were enacted to allow time to study and assure that appropriate regulations regarding smoke shop retail uses and their locations are enacted and in force within the City. The Utah State legislature during the 2012 legislative session, enacted HB95 dealing with land use regulations relating to smoke shops. This legislation became effective on July 1, 2012, and the City's temporary zoning regulations are no longer necessary.

Respectively Submitted

David Petersen
Community Development Director

Review and Concur

Dave Millheim
City Manager

FARMINGTON, UTAH

ORDINANCE NO. _____

**AN ORDINANCE OF THE FARMINGTON CITY COUNCIL
TERMINATING THE TEMPORARY ZONING REGULATIONS
IMPOSED BY ORDINANCE NO. 2012-16.**

WHEREAS, for the preservation of public health and safety, and in the public interest, the Farmington City Council adopted Ordinance No. 2012-16 on May 1, 2012, which ordinance imposed temporary zoning regulations relating to specified land use applications regarding particular zoning designations or areas of the City; and

WHEREAS, the purpose of the Ordinance was to allow the City Council to make a thorough study and review of its then-current ordinances to assure that appropriate regulations regarding smoke shop retail uses and their locations are enacted and in force within the City; and

WHEREAS, the Utah State legislature during the 2012 legislative session, enacted HB95 dealing with land use regulations relating to smoke shops, which legislation became effective on July 1, 2012; and

WHEREAS, the City Council now desires to terminate the temporary zoning regulations as contemplated in Ordinance No. 2012-16;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF FARMINGTON CITY, STATE OF UTAH, AS FOLLOWS:

Section 1. Termination. The temporary zoning regulations set forth in Farmington City Ordinance No. 2012-16 which are set forth in Section 1 under the heading of Temporary Regulations are hereby terminated and are no longer of any force or effect.

Section 2. Severability. If any section, part or provision of this Ordinance is held invalid or unenforceable, such invalidity or unenforceability shall not affect any other portion of this Ordinance, and all sections, parts and provisions of this Ordinance shall be severable.

Section 3. Effective Date. For the preservation of public safety and welfare, the provisions of this Ordinance shall take effect immediately upon passage.

**PASSED AND ADOPTED BY THE CITY COUNCIL OF FARMINGTON CITY,
STATE OF UTAH, THIS ____ DAY OF _____, 2012.**

FARMINGTON CITY

ATTEST:

Holly Gadd, City Recorder

By: _____
Scott C. Harbertson, Mayor



FARMINGTON CITY

SCOTT C. HARBERTSON
MAYOR

JOHN BILTON
NELSEN MICHAELSON
CORY R. RITZ
JIM TALBOT
JAMES YOUNG
CITY COUNCIL

DAVE MILLHEIM
CITY MANAGER

City Council Staff Report

To: Honorable Mayor and City Council

From: Christy Alexander, Associate City Planner

Date: July 10, 2012

SUBJECT: APPROVAL OF AN AMENDMENT TO THE MOTION MADE ON JUNE 19, 2012 REGARDING SCHEMATIC PLAN APPROVAL OF THE FARMINGTON CREEK ESTATES PHASE 4 PUD SUBDIVISION

RECOMMENDATION

Approve an amendment to the motion made on June 19, 2012 regarding the schematic plan approval for the Farmington Creek Estates Phase 4 PUD Subdivision which changes the condition of approval #1 to say CLOMR-F instead of LOMR.

BACKGROUND

The City Council voted on June 19, 2012 to approve Candland Olsen's schematic plan for Farmington Creek Estates Phase 4 PUD Subdivision subject to the following conditions as stated on the attached draft minutes.

Mike Carlton, the engineer for Wilding Engineering and Mr. Olsen has informed staff that the plans cannot move forward with the condition #1 placed requiring a LOMR before Preliminary Plat approval. He is asking that we change the motion to require the CLOMR-F process instead of the LOMR-F process at this stage. The developer is unable to apply to FEMA for a LOMR-F without the project built and therefore is stuck. If it were any other project they could just bring in fill to apply to FEMA, but because this project includes the construction of 1100 West, they would need to construct the road prior to applying for the LOMR-F. No project owner would agree to build a road at this stage of the approval process if he has not received Final Plat approvals. And like-wise a city would not and should not want a roadway constructed without approval being granted on the construction drawings. I have attached below the explanation offered by Mr. Carlton and his reasoning of how the CLOMR-F would be a more appropriate condition to set at this stage.

Basic sequence of a LOMR-F process:

- After surveying a property that has been raised by fill, a model is run on the channel to determine if the property is above the base flood elevation. This analysis takes into account everything that can affect the flood plain, including bridges and roads.
- FEMA reviews the application, and if they agree, they issue a LOMR-F.

Why this process will not work for Farmington Creek Phase 4:

- If filling the lots to above the Base Flood Elevation were the only issue, we would do it. However, the project includes the construction of 1100 West.
- 1100 West is to be built up from the existing grade, thus affecting the flood plain. If we were to do the LOMR-F, we would need to construct the road and fill the building pads before doing the analysis and submittal to FEMA.
- No project owner would agree to build a road without at least a conditional approval from the city that his subdivision will be approved.
- In general, a city would not want a roadway constructed without approval being granted on the construction drawings.

How the process for the CLOMR-F would work:

- Farmington city reviews the 1100 West construction plans. This review is not necessarily for construction, but so we know that the design is able to be approved so we can use it in the flood plain model.
- Analysis and model is run based on theoretical construction of improvements (in this case, filling the building pads above the Base Flood Elevation and constructing 1100 West, based on the current design)
- Application is made to FEMA, who reviews it. Adjustments are made to the construction plans if needed, but we eventually obtain a conditional approval from FEMA. This approval is conditioned on the project being built as proposed.
- Farmington City can then review and approve Farmington Creek Phase 4 plat and construction drawings for construction approval. The approval has a condition that no building permits will be issued until the CLOMR-F process is changed to a LOMR-F.
- Candy can record the subdivision plat and build the project with approved plans for 1100 West.
- After construction, a survey is done and application is made to FEMA to prove that the improvements were constructed as approved in the CLOMR-F.
- FEMA reviews and issues a LOMR-F for the lots in the project.
- Building permits can now be applied for.

Staff has discussed this option and deems this the most appropriate course of action to take at this time.

Respectfully Submitted


Christy J. Alexander
Associate City Planner

Review & Concur


Dave Millheim
City Manager

Schematic Plan for the Farmington Creek Estates Phase 4 PUD Subdivision

Christy Alexander said staff's recommendation is to approve this Plan along with the conditions listed in the staff report.

Public Hearing:

Mayor Harbertson opened the Public Hearing at 7:28 p.m.

Jason Snow, 537 South 1025 West, appreciated receiving a notice regarding this agenda item. He purchased a home in Phase 1 and has had drainage problems the entire time. Each time a new phase was approved, they were told that the problems would be fixed, but they were never fixed. Phase 3 was supposed to include green space and parks, and there are property line and flood plain issues—they were told 14 years ago that they would be taken out of the flood plain. He asked the City to follow the guidelines of the approval and require the developers to complete the requirements.

Lori Palmer, 5525 South 1025 West, said she is concerned about drainage in this area. They have had standing water in their back yard for 15 years. They currently pump the extra water to the storm drain, and these new lots will likely have the same issues.

The Public Hearing was closed at 7:35 p.m.

David Petersen explained that there are three phases in the subdivision process—schematic plan, preliminary plat, and final plat. Public hearings are held only at the schematic plan level; however, all are public meetings. The one-acre lot was never conveyed to the City and would not be an efficient use of park resources. In the AE zone, there is a 5-foot setback from the rear property line, and the building code has additional requirements. The City's code is much stricter than it was 18 years ago when Phase 1 was built, and the applicant will be required to submit a drainage plan for preliminary plat approval. The applicant said Phase 3 was sold 10 years ago, and he does not know who owns the lot. **Cory Ritz** asked that a Public Works employee be sent to look at the issues referred to by residents.

Motion:

Cory Ritz made a motion to approve the Schematic Plan for the Farmington Creek Estates Phase 4 Subdivision (7 lots) located at approximately 1100 West and Country Lane, subject to the same conditions and findings set forth in the Planning Commission Staff report dated June 14, 2012 and the following conditions:

- 1** The applicant must obtain a Letter of Map Revision (LOMR) removing all 7 lots from the FEMA flood plain prior to the recordation of the first final plat for all or any portion of the subdivision.
2. The applicant must remove, or cause to remove, all lots in the previous phases of the PUD from the FEMA flood plain.
3. The applicant must enter into a development agreement with the City prior to or concurrent with final plat approval by the City Council. The agreement shall include—but not be limited to—a commitment by the developer to remove all of Phase 4 and the two remaining lots in

the previous phases of the PUD from the FEMA flood plain. The agreement must be recorded concurrent with the recordation of the final plat, or first final plat, of Phase 4.

4. A complete drainage plan for Phase 4 shall be submitted with the Preliminary Plat along with a plan which addresses the impacts and issues of Phases 1 and 2.
5. Conditions 1-4 must be completed prior to obtaining Preliminary Plat approval.
6. A public hearing will be held at the Preliminary Plat approval stage.

The motion was seconded by **Jim Talbot** and approved by Councilmen **Bilton, Michaelson, Ritz, Talbot and Young**.

Findings:

1. Currently all 7 lots in the proposed Phase 4 are located in the FEMA flood plain, and before the City can issue building permits for single-family homes on these lots, the applicant must ensure as per Chapter 31 of the Zoning Ordinance that the lowest habitable elevation of each home is at or above the base flood elevation.
2. The applicant, by development agreement, agreed to remove all previous phases of the PUD from the flood plain (approximately 50 lots). Said development agreement has since expired—nevertheless the study to remove the previous phases from the flood plain is complete, but the City has not yet submitted the study to FEMA. Therefore, the developer has met his commitment regarding the previous phases so far as he is able to do so. Notwithstanding this, it appears that one (and maybe two) lot(s) in the previous phases remain in the flood plain. As per previous commitments, these lots should also be removed from the flood plain. This is a reasonable requirement because one of the lots is vacant and the other is next to Phase 4 and action to obtain a LOMR for Phase 4 may also result in removed the second lot from the flood plain.
3. The Farmington Creek Estates PUD consists of approximately 58 lots. All of the open space required for the PUD is located in previous phases—not in Phase 4. The development agreement memorializing certain approvals related to the PUD has since expired. Nevertheless, it is reasonable for the City to approve the last 7 lots as proposed without open space in Phase 4, if the applicant enters into another agreement with the City and commits to, among other things, the removal of the remaining two lots from the FEMA flood plain (and all of Phase 4). By said agreement the City may also acknowledge that open space requirements are met even though the open space is located in the previous phases.

Schematic Plan for the Oakwood Estates Revised Subdivision

Christy Alexander said the applicant plans to subdivide this vacant lot into 4 lots. There is a trail on the west side of the creek which connects to 1400 North, and staff will work with the applicant concerning open space.

Greg Gardner, 1714 N. Canyon Circle, Oakley, Idaho, said **Lew Swain** was unable to attend the meeting. He thanked City staff and said the project is progressing well.

Public hearing:

The public hearing was opened at 8:02 p.m. There were no comments, and it was closed. There was a brief discussion regarding the trail right-of-way and open space.



FARMINGTON CITY

SCOTT C. HARBERTSON
MAYOR

JOHN BILTON
NELSEN MICHAELSON
CORY R. RITZ
JIM TALBOT
JAMES YOUNG
CITY COUNCIL

DAVE MILLHEIM
CITY MANAGER

City Council Staff Report

To: Honorable Mayor and City Council

From: Ken Klinker, Planning Department

Date: June 27, 2012

SUBJECT: VAN ZWEDEN SUBDIVISION IMPROVEMENTS AGREEMENT

RECOMMENDATION

Approve the Farmington City Improvements Agreement (Letter of Credit Form) between Evanland Farms LLC, Farmington City and America First Credit Union.

BACKGROUND

The bond estimate for the Van Zweden Subdivision is \$58,508.00 which includes a 10% contingency and 10% warranty bond. Evanland Farms LLC has submitted an agreement with America First Credit Union on the City Letter of Credit (LOC) Form to administer an LOC account for this project in the same amount.

This bond will be released as improvements are installed by the developer and inspected by the City. Once all improvements are installed and inspected, the 10% contingency will be released. After a warranty period of 1 year, the warranty bond will be released once all items are accepted as satisfactory by the City.

Respectfully submitted,

Ken Klinker
Planning Department

Review and Concur

Dave Milllheim
City Manager



June 26, 2012

Farmington City
720 North 100 West
Farmington, UT 84025

Attn: Mayor Scott C. Harbertson

RE: Letter of Credit for Evanland Farms LLC

Irrevocable Letter of Credit for \$58,508.00 Letter of Credit No. 201205

Dear Mayor Harbertson,

Evanland Farms LLC has an account with an attached letter of credit for the above-mentioned amount with America First Credit Union. The Credit Union will honor demand(s) for payment, up to the face amount of this irrevocable letter of credit (\$58,508.00), made by the City of Farmington when said demand is accompanied by the following document(s):

1. A signed statement from the City of Farmington stating that Evanland Farms LLC has failed to comply with the "Farmington City Improvement Agreement" Section 4.

This account is not accessible to any person, including Evanland Farms LLC or its members, without written consent of the City of Farmington as to the improvements being completed as outlined. This account is in good standing and this letter of credit is deemed viable and binding on all parties, and shall remain in force for 2 years after date of issue as per the specified date in section 1 of the "Farmington City Improvement Agreement".

If you have questions, please call

Sincerely,


Joanna Kellerstrass
Manager, Business Account Services
801-827-8525

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**FARMINGTON CITY
IMPROVEMENTS AGREEMENT**

(LETTER OF CREDIT FORM)

THIS AGREEMENT is made by and between Evanland Farms LLC (hereinafter "Developer"), whose address is 537 N 340 E Centerville Utah 84014, and Farmington City, a municipal corporation of the State of Utah (hereinafter "City"), whose address is 130 North Main, P.O. Box 160, Farmington, Utah, 84025-0160.

WHEREAS, Developer desires to subdivide and/or to receive a permit to develop certain property located within the City, said development to be known as Van Zweden Subdivision, located at approximately 150 S 1525 W in Farmington City, and

WHEREAS, the City will not approve the subdivision or issue a permit unless Developer promised to install and warrant certain improvements as herein provided and security is provided for that promise as set forth herein.

NOW, THEREFORE, in consideration of the mutual promises contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Installation of Improvements.** The Developer agrees to install all improvements required by the City as specified in the bond estimate prepared by the City for Developer's project which is attached hereto as Exhibit "B", (the "Improvements"), precisely as shown on the plans, specifications, and drawings previously reviewed and approved by the City in connection with the above-described project, and in accordance with the standards and specifications established by the City, within 12 months from the date of this Agreement. Developer further agrees to pay the total cost of obtaining and installing the Improvements, including the cost of acquiring easements.

2. **Dedication.** Where dedication is required by the City, the Developer shall dedicate to the City the areas shown on the subdivision or development plat as public streets and as public easements, provided however, that Developer shall indemnify the City and its representatives from all liability, claims, costs, and expenses of every nature, including attorneys fees which may be incurred by the City in connection with such public streets and public easements until the same are accepted by the City following installation and final inspection of all of the Improvements and approval thereof by the City.

3. **Letter of Credit.** Developer hereby delivers to the City an irrevocable, standby letter of credit in the total amount of \$ 58,508.00, which is attached hereto as Exhibit "A" (the "Credit"). The City may draw upon the Credit to its order as provided in Paragraph 4. The Developer hereby stipulates that the funds of the Credit are not subject to any adverse claim, resulting trust, lien, or set-off. **The time period specified in the Credit shall exceed the time period specified in Paragraph 1 above by at least twelve months.**

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4. **Drafts by City.** The City may draw upon the Credit only if, (1) the Improvements are not completed as required by this Agreement within the time period specified in Paragraph 1 above, or if (2) the Improvements are not installed strictly in accordance with Paragraph 1 above, or maintained during the warranty period provided in Paragraph 24 of this agreement and written notice of the deficiency has been given to the Developer, who has failed to remedy the deficiency within 10 days after the notice is sent. In either of these events, the City may draw under the Credit both (1) those amounts necessary to either complete the Improvements as required herein or alter or repair the Improvements to conform to the requirements hereof, and (2) an additional 15% of all other amounts withdrawn to compensate the City for any administrative, engineering, legal procurement, or other services incident to completion of the improvements. The City may draw upon the Credit by one or more sight drafts signed by the Mayor in the form attached as Exhibit "C", or by other instrument appropriate to the purpose. The parties hereby stipulate that the form of the appended sight draft is in all respects sufficient and without objection for the purpose of drawing upon the Credit.

5. **Release.** Upon final inspection and acceptance of all of the Improvements by the City, the City may authorize release of the Credit except 10% of the estimated cost of the Improvements which shall be retained in the Credit, or provided by other acceptable security, for the performance by the Developer of all warranty and other obligations of this Agreement and may be withdrawn by the City as provided in Paragraph 4 in the event of any default by the Developer. Upon full performance of all of Developer's obligations pursuant to this Agreement, including the warranty obligations of Paragraph 24, the City shall in writing release the balance of the Credit or other security.

6. **Non-Release of Developer's Obligations.** It is understood and agreed between the parties that delivery of the Credit as herein provided, and any draft(s) upon the Credit by the City shall not constitute a waiver or estoppel against the City and shall not release or relieve the Developer from its obligation to install and fully pay for the Improvements as required in Paragraph 1 above, and the right of the City to draw upon the Credit shall not affect any rights and remedies of the City against the Developer for breach of any covenant herein, including the covenants of Paragraph 1 of this Agreement. Further, the Developer agrees that if the City draws upon the Credit and performs or causes to be performed the installation required of the Developer hereunder, then any and all costs incurred by the City in so doing which are not collected by the City pursuant to the Credit shall be paid by the Developer, including administrative, engineering, legal, and procurement fees and costs.

7. **Connection and Maintenance.** Upon performance by Developer of all obligations set forth in this Agreement and compliance with all applicable ordinances, resolutions, rules, and regulations of the City, whether now or hereafter in force, including payment of all connection, review, and inspection fees, the City shall permit the Developer to connect the Improvements

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covered under this agreement to the City's systems and shall thereafter utilize and maintain such Improvements to the extent and in the manner now or hereafter provided in the City's regulations.

8. **Inspection.** The Improvements, their installation, and all other work performed by the Developer or its agents pursuant to this Agreement shall be inspected at such times as the City may reasonably require and prior to closing any trench containing such Improvements. The City shall have a reasonable time of not less than 24 hours after notice in which to send its representatives to inspect the Improvements. Any required connection and impact fees shall be paid by the Developer prior to such inspection. In addition, all inspection fees required by ordinances and resolutions of the City shall be paid to the City by the Developer prior to inspection.

9. **Ownership.** Any Improvements covered herein shall become the property of the City upon final inspection and approval of the Improvements by the City and the Developer shall thereafter advance no claim or right of ownership, possession, or control of the Improvements.

10. **As-Built Drawings.** The Developer shall furnish to the City, upon completion of the Improvements, drawings showing the Improvements, actual location of water and sewer laterals including survey references, and any related structures or materials as such have actually been constructed by the Developer. The City shall not be obligated to release the Credit until drawings have been provided to the City.

11. **Amendment.** Any amendment, modification, termination, or rescission (other than by operation of law) which affects this Agreement shall be made in writing, signed by the parties, and attached hereto.

12. **Successors.** No party shall assign or transfer any rights under this Agreement without the prior written consent of the other first obtained, which consent shall not be unreasonably withheld. When validly assigned or transferred, this Agreement shall be binding upon and inure to the benefit of the legal representatives, successors and assigns of the parties hereto.

13. **Notices.** Any notice required or desired to be given hereunder shall be deemed sufficient if sent by certified mail, postage prepaid, addressed to the respective parties at the addresses shown in the preamble.

14. **Severability.** Should any portion of this Agreement for any reason be declared invalid or unenforceable, the invalidity or unenforceability of such portion shall not affect the validity of any of the remaining portions and the same shall be deemed in full force and effect as if this Agreement had been executed with the invalid portions eliminated.

15. **Governing Law.** This Agreement and the performance hereunder shall be governed by the laws of the State of Utah.

16. **Counterparts.** The fact that the parties hereto execute multiple but identical counterparts of this Agreement shall not affect the validity or efficacy of their execution, and such counterparts, taken together, shall constitute one and the same instrument, and each such counterpart shall be deemed an original.

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17. **Waiver.** No waiver of any of the provisions of this Agreement shall operate as a waiver of any other provision, regardless of any similarity that may exist between such provisions, nor shall a waiver in one instance operate as a waiver in any future event. No waiver shall be binding unless executed in writing by the waiving party.

18. **Captions.** The captions preceding the paragraphs of this Agreement are for convenience only and shall not affect the interpretation of any provision herein.

19. **Integration.** This Agreement, together with its exhibits and the approved plans and specifications referred to, contains the entire and integrated agreement of the parties as of its date, and no prior or contemporaneous promises, representations, warranties, inducements, or understandings between the parties pertaining to the subject matter hereof which are not contained herein shall be of any force or effect.

20. **Attorney's Fees.** In the event either party hereto defaults in any of the covenants or agreements contained herein, the defaulting party shall pay all costs and expenses, including a reasonable attorney's fee, incurred by the other party in enforcing its rights hereunder whether incurred through litigation or otherwise.

21. **Other Bonds.** This Agreement and the Credit do not alter the obligation of Developer to provide other bonds under applicable ordinances or rules of any other governmental entity having jurisdiction over the Developer. The furnishing of security in compliance with the requirements of the ordinances or rules of other jurisdictions shall not adversely affect the ability of the City to draw on the Credit as provided herein.

22. **Time of Essence.** The parties agree that time is of the essence in the performance of all duties herein.

23. **Exhibits.** Any exhibit(s) to this Agreement are incorporated herein by this reference, and failure to attach any such exhibit shall not affect the validity of this Agreement or of such exhibit. An unattached exhibit is available from the records of the parties.

24. **Warranty.** The Developer hereby warrants that the Improvements installed, and every part hereof, together with the surface of the land and any improvements thereon restored by the Developer, shall remain in good condition and free from all defects in workmanship, materials, and/or equipment during the Warranty Period without charge or cost to the City. The City may at any time or times during the Warranty Period inspect, photograph, or televise the Improvements and notify the Developer of the condition of the Improvements. The Developer shall thereupon immediately make any repairs or corrections required by this Paragraph. For purposes of this Paragraph, "Warranty Period" means the one-year period beginning on the date on which the Improvements are certified complete by the City.

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IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their respective duly authorized representatives this 26 day of June, 2012.

CITY:

FARMINGTON CITY CORPORATION

Scott C. Harbertson, Mayor

ATTEST:

Holly Gadd, City Recorder

DEVELOPER:

EVANLAND FARMS, LLC

By: William Richard Evans

Its: CHIEF EXECUTIVE MANAGER

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6/26/2012

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DEVELOPERS ACKNOWLEDGEMENT

(Complete if **Developer** is an **Individual**)

STATE OF UTAH)
 : ss.
COUNTY OF _____)

On this _____ day of _____, 20____, personally appeared before me, _____, the signer(s) of the foregoing instrument who duly acknowledged to me that he/she/they executed the same.

NOTARY PUBLIC
Residing in _____ County, _____

(Complete if **Developer** is a **Corporation**)

STATE OF UTAH)
 : ss.
COUNTY OF _____)

On this _____ day of _____, 20____, personally appeared before me _____, who being by me duly sworn did say that he/she is the _____ of _____ a _____ corporation, and that the foregoing instrument was signed on behalf of said corporation by authority of its Board of Directors, and he/she acknowledged to me that said corporation executed the same.

NOTARY PUBLIC
Residing in _____ County, _____

(Complete if **Developer** is a **Partnership**)

STATE OF UTAH)
 : ss.
COUNTY OF _____)

On this _____ day of _____, 20____, personally appeared before me _____ who being by me duly sworn did say that he/she/they is/are the _____ of _____, a partnership, and that the foregoing instrument was duly authorized by the partnership at a lawful meeting held by authority of its by-laws and signed in behalf of said partnership.

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6/26/2012

NOTARY PUBLIC
Residing in _____ County, _____

(Complete if Developer is a Limited Liability Company)

STATE OF UTAH)
 : ss.
COUNTY OF DAVIS)

On this 26TH day of JUNE, 2012, personally appeared before me
WILLIAM RICHARD EVANS who being by me duly sworn did say that he or she is the
CHIEF EXECUTIVE MANAGER of EVAN FARMS LLC, a limited liability company, and that the
foregoing instrument was duly authorized by the Members/Managers of said limited liability
company.

Kimberlee Ashby

NOTARY PUBLIC
Residing in Centerville County, DAVIS



CITY ACKNOWLEDGEMENT

STATE OF UTAH)
 : ss.
COUNTY OF DAVIS)

On the _____ day of _____, 20__, personally appeared before me Scott C. Harbertson
and Margy Lomax, who, being by me duly sworn, did say that they are the Mayor and City Recorder,
respectively, of Farmington City Corporation, and said persons acknowledged to me that said
corporation executed the foregoing instrument.

NOTARY PUBLIC
Residing in Davis County, Utah

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Members come first.™

6/26/2012



(OR AS SUPPLIED BY BANK)

EXHIBIT "C"

SIGHT DRAFT

To Drawee

_____, Utah _____

Pay To The Order Of FARMINGTON CITY CORPORATION on sight the sum of
_____ Dollars (\$_____) drawn against
Account No. _____.

FARMINGTON CITY CORPORATION

By: _____
Scott C. Harbertson, Mayor

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6/26/2012

Members come first.™

8

**Van Zweden Subdivision
Bond Estimate
June 8, 2012**

| Sanitary Sewer | | | | |
|---------------------------|----------|------|-----------|-----------------|
| Item | Quantity | Unit | Unit Cost | Amount |
| 8" PVC DR-35 | 103 | LF | \$28 | \$2,884 |
| 48" Sewer Manhole | 1 | EA | \$2,800 | \$2,800 |
| Connect to Existing | 1 | EA | \$1,500 | \$1,500 |
| Sewer Laterals | 2 | EA | \$600 | \$1,200 |
| Saw Cut and Asphalt Patch | 1 | LS | \$1,500 | \$1,500 |
| Subtotal | | | | \$9,884 |
| 20% Bond Amount | | | | \$1,977 |
| Total | | | | \$11,861 |

| Culinary Water | | | | |
|------------------------|----------|------|-----------|-----------------|
| Item | Quantity | Unit | Unit Cost | Amount |
| Connect to Existing | 1 | EA | \$800 | \$800 |
| Culinary Water Lateral | 2 | EA | \$750 | \$1,500 |
| 8" PVC DR-14 | 110 | LF | \$28 | \$3,080 |
| 8" Valve | 1 | EA | \$1,000 | \$1,000 |
| Plug with Thrust Block | 1 | EA | \$500 | \$500 |
| Fire Hydrant | 1 | EA | \$3,000 | \$3,000 |
| Subtotal | | | | \$9,880 |
| 20% Bond Amount | | | | \$1,976 |
| Total | | | | \$11,856 |

| Improvements | | | | |
|-----------------------------|----------|------|-----------|-----------------|
| Item | Quantity | Unit | Unit Cost | Amount |
| Mass Grading | 1 | LS | \$8,000 | \$8,000 |
| SWPPP | 1 | LS | \$1,010 | \$1,010 |
| Precast Concrete Barrier | 2 | EA | \$1,000 | \$2,000 |
| 4" Concrete Slab Turnaround | 616 | SF | \$4 | \$2,464 |
| Curb and Gutter | 287 | LF | \$16 | \$4,139 |
| 4' Sidewalk | 210 | LF | \$18 | \$3,780 |
| Asphalt Road (3") | 400 | SY | \$10 | \$3,800 |
| Road Base (12") | 400 | SY | \$10 | \$3,800 |
| Subtotal | | | | \$28,993 |
| 20% Bond Amount | | | | \$5,799 |
| Total | | | | \$34,791 |

TOTAL BOND AMOUNT

\$58,508

| Cash Deposits | | | | |
|----------------------------|----------|------|-----------|--------------|
| Item | Quantity | Unit | Unit Cost | Amount |
| Slurry Seal | 3,600 | SF | \$0.20 | \$720 |
| TOTAL CASH DEPOSITS | | | | \$720 |

> collected
with
Development
Fees

Members come first.™

| Future Improvements- Extension to the property Line | | | | |
|---|----------|------|-----------|---------|
| Item | Quantity | Unit | Unit Cost | Amount |
| Curb and Gutter | 20 | LF | \$20 | \$400 |
| 4' Sidewalk | 20 | LF | \$14 | \$280 |
| Asphalt Road (3") | 30 | SY | \$10 | \$300 |
| Road Base (12") | 30 | SY | \$10 | \$300 |
| Fill | 30 | CY | \$10 | \$300 |
| Plug with Thrust Block | 1 | EA | \$250 | \$250 |
| 8" PVC DR-14 | 10 | LF | \$28 | \$280 |
| Subtotal | | | | \$2,110 |
| 20% Bond Amount | | | | \$422 |
| Total | | | | \$2,532 |

Estimates
for future
phases.
Not required
at this time

(Don't include
in this one)

| Future Improvements- 1525 West | | | | |
|--------------------------------|----------|------|-----------|----------|
| Item | Quantity | Unit | Unit Cost | Amount |
| Curb and Gutter | 120 | LF | \$20 | \$2,400 |
| 5' Sidewalk | 120 | LF | \$18 | \$2,100 |
| Asphalt tie-in | 1000 | SF | \$3 | \$3,000 |
| Grading | 1 | LS | \$3,000 | \$3,000 |
| Sewer Lateral | 1 | EA | \$600 | \$600 |
| Water Lateral | 1 | EA | \$500 | \$500 |
| Subtotal | | | | \$11,600 |
| 20% Bond Amount | | | | \$2,320 |
| Total | | | | \$13,920 |

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CITY COUNCIL AGENDA

For Council Meeting:
July 17, 2012

S U B J E C T: Notice of Dissolution of Davis County Justice Court

ACTION TO BE CONSIDERED:

None.

GENERAL INFORMATION:

See enclosed letter and statistics from Davis County.

NOTE: Appointments must be scheduled 14 days prior to Council Meetings; discussion items should be submitted 7 days prior to Council meeting.



Davis County Commission

Commissioners: P. Bret Millburn, John Petroff, Jr., Louenda H. Downs

Mayor Scott Harbertson
Farmington City
160 South Main
Farmington, UT 84025

RE: Notice of Dissolution of Davis County Justice Court

Dear Mayor Harbertson,

The attached notice of intent to dissolve the Davis County Justice Court has been sent to the Utah Judicial Council. Under the terms of our Interlocal Agreement with Farmington City relative to Justice Court services, we are required to provide you six months notice prior to the end of the County's fiscal year of our intent to terminate the agreement. While this could officially terminate our agreement as of the end of 2012, the County is willing to continue our operations on your City's behalf until the date of the dissolution of the County Justice Court, but only if Farmington City provides for the prosecution of all cases after the end of this calendar year. As you can see we have requested a shortened period from the Utah Judicial Council to allow the termination as of July 1, 2013. By law we are required to give the Judicial Council two years notice which would place it effectively at July 1, 2014, however, we are hopeful the Judicial Council will agree to the shortened period pursuant to our request under Utah Code Annotated 78A-7-123.

Under the terms of the Interlocal Agreement, the parties can agree to a mutual termination of the agreement and certainly we are open to continuing it until the time of dissolution, thus not requiring any action until at least July 1, 2013, so long as Farmington City provides for prosecution of all cases after the end of the year. We look forward to your response to this suggestion.

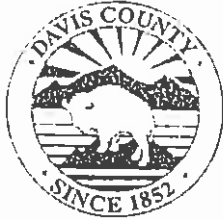
Our relationship in the Justice Court has been mutually beneficial. The decrease in overall citations entering the system, however, has made it financially infeasible to continue court operations. Unfortunately, it appears that the decrease in citations will be a continuing problem. As a result, the County is losing money on a regular basis. Since we are the stewards of the taxpayers' money, we feel it is necessary to take this unfortunate step of dissolving the Davis County Justice Court. The District Court has assured us, however, that it can handle the added caseload in the event that Farmington City decides not to create a new Justice Court. Also, based on our attorneys' review of State law, it appears that Farmington City will still be entitled to one-half of the revenues from your citations, but you will be required to prosecute those cases before the District Court.

We look forward to further conversation with you as this transition goes forward.

Sincerely,

A handwritten signature in black ink, appearing to read "P. Bret Millburn".

P. Bret Millburn
Commission Chair



Davis County Commission

Commissioners: P. Bret Millburn, John Petroff, Jr., Louenda H. Downs

June 26, 2012

UTAH STATE JUDICIAL COUNCIL
450 South State Street
Salt Lake City, Utah 84114

NOTICE OF INTENT TO THE UTAH JUDICIAL COUNCIL TO APPROVE A SHORTENED TERM FOR THE DISSOLUTION OF THE DAVIS COUNTY JUSTICE COURT

Whereas, the Davis County Commission has reviewed the operation of the Davis County Justice Court and has found that it is not able to financially sustain the Court without running such operation at a deficit; and

Whereas, there are existing District Court locations in Layton and Bountiful which could absorb some or all of the caseload that is currently being handled in the Justice Court;

Therefore, the Davis County Commission hereby gives notice to the Utah Judicial Council pursuant to §78A-7-123 Utah Code Annotated, that Davis County intends on dissolving the Davis County Justice Court, and requests that the period of time for such dissolution be shortened to become effective July 1, 2013.

Dated this 26th day of June, 2012.

DAVIS COUNTY COMMISSION


P. Bret Millburn, Chair

ATTEST:


Steve Rawlings
Davis County Clerk/Auditor



DAVIS COUNTY JUSTICE COURT

800 WEST STATE STREET
PO BOX 618
FARMINGTON, UTAH 84025

PHONE: (801) 451-4488
FAX: (801)-451-4481

JERALD L. JENSEN
JUDGE

June 21, 2012

Mr. Dave Millheim, City Manager
Farmington City
PO Box 160
Farmington, UT 84025

Dear Dave:

Attached are the statistics for the month of May 2012 for Farmington cases. We checked with the Administrative Office of the Courts, and they are still working on the Justice Court Monthly Report by jurisdiction. They may have it ready sooner than this fall if all goes well.

Please contact me if you have any questions or concerns about these reports.

Sincerely yours,

A handwritten signature in black ink, appearing to read "Jerald L. Jensen", written over the typed name.

Judge Jerald L. Jensen
Davis County Justice Court

Enclosures

cc: John Petroff, Jr., Davis County Commissioner

FARMINGTON STATISTICS

Davis County Justice Court Filing Counts by Case Type

May 2012

| Jurisdiction | Misdemeanor DUI | Other Misdemeanors | Parking Citations | Traffic Citations— Mandatory Appearance | Traffic Citations— Non- Mandatory | Infractions | Total |
|--------------------|--------------------|-----------------------|----------------------|--|--|-----------------|-------------------|
| Davis County | 16 | 41 | | 86 | 239 | 1 | 383 |
| Farmington | 12 | 13 | 3 | 51 | 168 | | 247 |
| Fruit Heights | 1 | 3 | | 5 | 18 | | 27 |
| Kaysville | 2 | 17 | | 25 | 85 | | 129 |
| West Bountiful | 2 | 9 | <u>1</u> | 19 | 71 | | 102 |
| West Point | 1 | 16 | 3 | 7 | 28 | | 55 |
| Grand Total | <u>34</u> | <u>99</u> | <u>7</u> | <u>193</u> | <u>609</u> | <u>1</u> | <u>943</u> |

Revenue Distribution to Farmington

May 2012

Total of fines and plea in abeyance fees in Farmington jurisdiction \$41,543.82

Fifty per cent remitted to Farmington for April \$20,771.91

MONTHLY REPORT - JUSTICE COURTS

Report For Davis County Justice Court For 5/2012 Location # 6091
 City, Town or Precinct Month/Year

Signature of Judge *Gerald J. Jensen* Date Submitted 6-5-12
I. TRAFFIC

Ia. Total Traffic Cases Filed 843Ib. Total Traffic Cases Disposed 823

| Charges Filed | |
|---------------|-------|
| State | Local |
| 34 | 0 |
| 0 | 0 |
| 130 | 0 |
| 561 | 17 |
| 329 | 0 |
| 6 | 2 |
| 1 | 0 |
| 1061 | 19 |

Driving Under Influence
 Reckless Driving DUI Reduced
 Drivers License Violations
 Moving Violations
 Non-Moving Violations
 Parking Tickets
 Failure to Appear Informations
 Total

| Charge Dispositions | | | | | | | | |
|---------------------|----------------|----------------|---------|------------|---------|----------------|------------------|-----------------------|
| Bail For | Guilty Plea | Non-Jury Trial | | Jury Trial | | Dis- missed | Trans- ferred | Warrants of Arrest |
| Acquit | Convict | Acquit | Convict | Acquit | Convict | | | |
| 0 | 1 | 0 | 0 | 0 | 0 | 7 | 0 | 8 |
| 0 | 4 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| 41 | 75 | 0 | 1 | 0 | 0 | 22 | 0 | 24 |
| 327 | 70 | 0 | 0 | 0 | 0 | 90 | 0 | 25 |
| 140 | 52 | 0 | 0 | 0 | 0 | 134 | 0 | 28 |
| 2 | 0 | 0 | 0 | 0 | 0 | 1 | 0 | 0 |
| 17 | 9 | 0 | 0 | 0 | 0 | 13 | 0 | 5 |

II. CRIMINAL MISDEMEANORS

IIa. Total Misdemeanor Cases Filed 100IIb. Total Misdemeanor Cases Disposed 129

| Charges Filed | |
|---------------|-------|
| State | Local |
| 5 | 0 |
| 9 | 0 |
| 0 | 0 |
| 3 | 0 |
| 0 | 0 |
| 4 | 0 |
| 24 | 0 |
| 0 | 0 |
| 0 | 0 |
| 16 | 0 |
| 6 | 0 |
| 0 | 0 |
| 23 | 0 |
| 54 | 1 |
| 144 | 1 |

Assault
 Theft
 Failure To Appear Informations
 Public Intoxication
 Illegal Sale-Alcohol
 Other Liquor Violations including Open
 Container
 Controlled Substance Narcotics
 Bad Checks
 Domestic Animal Ordinances
 Wildlife Resources
 Parks Recreation
 Planning/Zoning/Fire or Health
 Domestic Violence
 Other Misdemeanors/Infraction
 Total

| Charge Dispositions | | | | | | | | |
|---------------------|----------------|----------------|---------|------------|---------|----------------|------------------|-----------------------|
| Bail For | Guilty Plea | Non-Jury Trial | | Jury Trial | | Dis- missed | Trans- ferred | Warrants of Arrest |
| Acquit | Convict | Acquit | Convict | Acquit | Convict | | | |
| 0 | 1 | 0 | 0 | 0 | 0 | 6 | 0 | 0 |
| 0 | 7 | 0 | 0 | 0 | 0 | 7 | 0 | 9 |
| 0 | 1 | 0 | 0 | 0 | 0 | 6 | 0 | 0 |
| 0 | 1 | 0 | 0 | 0 | 0 | 2 | 0 | 0 |
| 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| 0 | 3 | 0 | 0 | 0 | 0 | 3 | 0 | 2 |
| 0 | 7 | 0 | 0 | 0 | 0 | 23 | 0 | 7 |
| 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 2 |
| 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| 10 | 3 | 0 | 0 | 0 | 0 | 7 | 0 | 2 |
| 2 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| 0 | 6 | 0 | 0 | 0 | 0 | 23 | 0 | 0 |
| 1 | 20 | 0 | 0 | 0 | 0 | 25 | 0 | 11 |

III. FELONIES

0 Preliminary Hearings Held
0 Dismissed
0 Bound Over
0 Transferred
0 Felony First Appearance

IV. SMALL CLAIMS

112 Cases Filed
33 Settled/Dismissed
49 Default Judgment
6 Trials

V. APPEALS FILED

0 Small Claims
1 Criminal
0 Traffic

VI. REVENUE COLLECTED

| | 85% | 35% | No Surcharge | Total |
|--|----------|----------|--------------|-----------|
| 1. Fines & Forfeitures Collected | 39536.02 | 35573.98 | 60549.41 | 135659.41 |
| 1a. Surcharge Collected | 29701.71 | 13478.71 | | 43180.42 |
| 2. Traffic Mitigation (SL CO only) | | | | 0 |
| 3. Fees / Costs / Contempt Fines | | | | 44117.78 |
| 4. Overweight Court Costs | | | | 0 |
| 5. Security Surcharge collected (100%) | | | | 24171.75 |
| 6. Total Revenue Collected | | | | 247129.36 |

VII. REVENUE DISBURSED

| | 85% | 35% | Total |
|--|----------|----------|----------|
| 7. Fine Portion Sent to State for DWR | | | 1032.44 |
| 8. Fine Portion Sent to State for Boating Act | | | 66.10 |
| 9. Fine Portion Sent to State Off-hwy vehicle | | | 734.49 |
| 10. Sent to State for Surcharge | 29701.71 | 13478.71 | 43180.42 |
| 11. Fine Portion Sent to State for Overweight | | | 0 |
| 12. Fine Portion Sent to State for Higher Ed | | | 0 |
| 13. Security surcharge to St 80% | | | 15538.89 |
| County (62.5%) | 9711.81 | | |
| Court Security (25%) | 3884.72 | | |
| Technology (12.5%) | 1942.36 | | |
| 13b. \$8 Court Security Account | | | 4748.06 |
| 14. Fine Portion Sent to LEA for 41-1a-1303(2) | | | 0 |
| 15. Fine Portion Sent to State for Transportation Fund | | | 0 |
| 16. Total Disbursed | | | 65300.40 |

VIII. REVENUE RETAINED

| | |
|--|-----------|
| 17. Fines & Forfeitures Retained | 133826.38 |
| 18. Traffic Mitigation Retained (SL Co only) | 0 |
| 19. Fees / Costs / Contempt Fine | 44117.78 |
| 20. Security surcharge Retained (20%) | 3884.80 |
| 21. Total Revenue Retained | 181828.96 |

IX. Miscellaneous Information

Total criminal and Traffic Cases this month with:

Surcharge/Fines paid by Partial Payment 0
Judgment fulfilled by Alternate Order 0

Amount this month of

Waived Surcharge \$ 8039.87
Uncollected Surcharge \$ 1488.83

NOTE: Retain copy for Court Records , Local Government Official per UCA § 78A-7-215

For Council Meeting:
July 17, 2012

S U B J E C T: City Manager Report

1. Upcoming Agenda Items
2. Public Works Facility Security Issues
3. To Do Lists

NOTE: Appointments must be scheduled 14 days prior to Council Meetings; discussion items should be submitted 7 days prior to Council meeting.

August 7, 2012 – Staff Reports Due: July 27th

Presentation regarding public safety (Fire Dept) – Heather Barnum 801-913-4312

Action Items:

- Zoning Ordinance Amendment regarding Signs/Electronic Signs
- Zoning Ordinance Amendment regarding UHAUL Dealerships
- Fire Restrictions
- Temporary Zoning Regulation Termination

Petitions & Requests:

- HHI Trail Easement
- Fire Department Staffing SAFER Grant Proposal Approval

Summary Action Items:

- Approval of Minutes of Previous Meetings
- Ratification of Approvals of Storm Water Bond Logs
- Approval of Disbursement Lists
- Matrix – Development Agreements
- Resolution adopting Memorandum of Understanding between Utah Division of Forestry Fire and State Lands

TO DO LIST 7/10/12

| | | | |
|---------|-------------|---------|--|
| Dave M. | Initiated | 1/5/11 | Set up meeting with County on Court Services. Discuss with Department Heads any issues to bring up with County regarding improved prosecution needs, if any. (Waiting for information from County) |
| Dave M. | Initiated | 2/16/11 | Change ROW notice letter to be defined \$65 fee. Hand deliver to affected providers. Begin negotiating new agreements. Make sure Public Works understands new rules. |
| Dave M | Initiated | 4/19/11 | Call Todd Godfrey on Farr trail easement issue and get 60 day request in play to review options. |
| | | | Greg Garfield Easement - Get aerial map prepared to draft in improvements to be made to Point of View Park. Have Neil and Guido sign off before improvements are constructed. Encourage Greg to get it done within one year. |
| Dave M | Not Started | 8/16/11 | |
| Dave M | Not Started | 11/3/11 | Talk to Tim Taylor on Shepard Lane bike lane options for safety enhancements. |
| Dave M | Not Started | 3/26/12 | Execute agreement with CRS for Park Lane extension environmental work. |
| Dave M | Not Started | 3/26/12 | Talk to UTA on cost increases related to lagoon Shuttle service and report back to City Council |
| Dave M | Not Started | 3/26/12 | Write letter to County requesting we start getting monthly Court reporting history. |
| Dave M | Not Started | 3/26/12 | Newsletter Article on spring clean up with thank you to residents. |
| Dave M | Not Started | 4/20/12 | Contact Farmington Greens to set up escrow for purchase of open space. Be sure payment is from Storm Drain Fund |
| Dave M | Not Started | 4/20/12 | Get draft agreement with Haws attorney. Review with Todd as needed. Make sure it has only three things in it and guard against "issue creep". Put on future CC Agenda |
| Dave M | Not Started | 5/1/12 | Contact Kris Peterson on Flags and/or crosswalk issue on 200 East at 1395 south near church. |
| Dave M | Not Started | 5/1/12 | Get large art pictures hung in City Hall |
| Dave M | Not Started | 5/15/12 | Set up meeting with Becky Hale and her sons to go over crosswalk project logistics. Ray and Wayne to attend. |
| Dave M | Not Started | 6/5/12 | Talk to Dave Freed on electronic sign issues. |
| Dave M | Not Started | 6/19/12 | Talk to Dave Freed on electronic sign issues falling under pending legislation rule and why. |
| Dave M | Not Started | 6/19/12 | Talk to Wayne Hansen and Tim Taylor about crosswalk options and staff report to be prepared for July 17th CC meeting. |
| Dave M | Not Started | 6/19/12 | Get evaluations started for department heads and form to Council for mine. |
| Keith | Initiated | 1/18/11 | Work up general guidelines for use by community groups for after hours use of building. |
| Keith | Not Started | 6/5/12 | Do historical memo on costs and why regarding the 401K in lieu option versus medical insurance to employees double covered. Talk to Dave about survey of other jurisdictions. |
| Keith | Initiated | 6/5/12 | Speak with Dave P about tracking costs and payments and future liens regarding Burke Lane and 1725 West residents. |
| Holly | Not Started | 1/3/12 | Get Matt to train you, DeAnn, and Dave P on how we access new aerial mapping tool from the Council chamber PC for use during meetings. |
| Holly | Not Started | 4/20/12 | John Bilton was appointed Council liason for National Guard program. Watch for info from Guard or John so Council can formally approve the program on a future agenda. |

| | | | |
|---------|-------------|----------|--|
| Holly | Initiated | 6/5/12 | Get Ritz deeds and easements signed and recorded. Make sure Cory gets the one done between him and his mother first and then record all at the same time. |
| Holly | Not Started | 6/19/12 | Set up meeting with me and Glen Leonard to talk to him about Richards Mill site included on Historic Bus Tour and how we move that preservation effort forward. |
| Dave P | Not Started | 1/18/11 | Talk to Dave M. on sidewalk survey and how we are going to address missing links created by wetlands, no development plans, etc. |
| Dave P. | Initiated | 2/16/11 | Come back to PC with recommended components for Affordable Housing compliance. Think multi-year and only tools we could accomplish in Farmington without a lot of administrative oversight. Staffing is limited. |
| Dave P. | Initiated | 3/1/11 | How do we monitor Kambouris landscaping requirement? (Follow up) |
| Dave P. | Initiated | 3/1/11 | Do Flag Lot study and prepare future Staff Report. How big is program? Steps to mitigate? Is conforming criteria for future development (splitting) good enough or do we need more? |
| Dave P. | Not Started | 3/29/11 | Get matrix done on all existing approvals, development agreements, plats, etc. no later than April 22nd. |
| Dave P | Not Started | 6/7/11 | Beautification plan for Park Lane interchange. Talk to Dave M about this. |
| Dave P | Not Started | 10/4/11 | Bring back zoning text amendment language to include samples of detrimental use specific to section 11-18-107(2)(D) vi (Business Park) |
| Dave P | Not Started | 10/4/11 | Talk to Eric and get Dave M recommendation on digital plan storage. Costs vs. benefits, etc. Have Eric put together the staff report if this is going to be something we pursue. |
| Dave P | Not Started | 5/15/12 | Be prepared with SR to lift temporary zoning restrictions regarding smoke shops AFTER new state law goes into effect July 1. |
| Dave P | Not Started | 5/15/12 | Prepare ordinance for Council consideration on routine easement abandonments to push decision authority to CD Director within clean guidelines so as to not add unnecessary delay and hardship to those making requests. |
| Dave P | Initiated | 6/5/12 | Prepare letter for Burke LN and 1825 W residents outlining council decision. Have Todd prepare "Notice of Interest" form which we will record on all parcels affected. Letter needs to detail (3 yrs, prime plus 2% between years three and five). |
| Dave P | Not Started | 6/5/12 | Speak with Keith about tracking costs and payments and future items regarding Burke Lane and 1725 West residents. |
| Wait | Not Started | 10/18/11 | Have Ray White contact UDOT to see what it would take to get better directional signage for people to get to Legacy Hwy from the west side. |
| Wait | Not Started | 5/15/12 | Additional Christmas decorations were approved. Have Cathy order making sure with Keith we have the right account numbers and amounts for both this year's and next FY totals. |
| Wait | Initiated | 6/19/12 | Drainage issue on Farmington Creek Estates. Phase 4. Please call and discuss needs with Cory Ritz. What is a realistic time and budget constraints. Talk to me if solution is more than City personnel should be doing. |
| Wayne | Initiated | 6/7/11 | Work with me on cross walk issue for 200 East. See me for details and possible letter to UDOT. UDOT will evaluate and call with recommendations. |
| Wayne | Not Started | 5/1/12 | Still need April activity report. |

CITY COUNCIL AGENDA

For Council Meeting:
July 17, 2012

SUBJECT: Mayor Harbertson & City Council Reports

NOTE: Appointments must be scheduled 14 days prior to Council Meetings; discussion items should be submitted 7 days prior to Council meeting.